



(ACT) ACTION NEEDED
(INF) INFORMATION ONLY
(DIS) DISCRETIONARY

AGENDA

REGULAR MEETING OF THE
BOARD OF PUBLIC UTILITIES OF
CITY OF NEEDLES, CALIFORNIA
TUESDAY, APRIL 2, 2024 AT 4:00 PM
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

**THE PUBLIC MAY ATTEND THIS MEETING TELEPHONICALLY
BY CALLING THE FOLLOWING NUMBER:**

1-866-576-7975 - Participant access: 853544

**AND MAY SUBMIT ANY COMMENTS IN WRITING PRIOR TO 12:00 NOON THE DAY
OF THE MEETING BY EMAILING csallis@cityofneedles.com**

CALL TO ORDER - ROLL CALL

APPROVAL OF AGENDA

(ACT)

CORRESPONDENCE

PUBLIC APPEARANCE: Persons wishing to address the Board on subjects other than those scheduled are requested to do so at this time. When called by the Chairman, please come to the podium and announce your name and address for the record. In order to conduct a timely meeting, a three minute time limit per person has been established by Municipal Code Section 2-18. Amendments to California Government Code Sec. 54950 prohibits the Board from taking action on a specific item until it appears on the agenda.

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Chairman or any Member of the Board may pull an item from the Consent Calendar for discussion. Prior to Board action, a member of the public may address the Board on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 1 through 3 on the Consent Calendar by affirmative vote. (ACT)

1. Minutes of regular meeting held March 5, 2024
2. Cancel the second regular Board meetings during the months of June, July and August 2024
3. Approve an extension of the Electrical General Services Contract with Petrelli Electric Co. through April 25, 2028 for a 4-person electrical line crew including equipment and tools for emergency services and system reliability improvements

REGULAR ITEMS (A three minute time limit per person has been established per Municipal Code Section 2-18)

4. Accept the proposal of Unisol Solar Energy Solutions to prepare a Solar Feasibility Study at a cost not to exceed \$37,513 to be funded by FY23/24 electric operations & maintenance (ACT)
5. SB 1188 (Laird) requiring small water systems under 10,000 connections to meet minimum standards on technical, managerial, and financial capacity (INF)
6. Authorize the Chairman to execute a letter in opposition to AB 2221 (J. Carrillo) which would establish requirements relating to broadband projects: electric power design approval (ACT)

REPORTS

(INF)

7. Western Area Power Administration group power term purchase FY25 Q1

PENDING MATTERS (not for discussion at this time)

Arc Flash Study System Improvements Cost Estimate and Timeline Report (per Board action on April 4, 2023)

MANAGER'S REPORT

8. Manager's Report for 3-1-24, 3-8-24, 3-15-24 and 3-22-24

BOARD REQUESTS

ADJOURNMENT

Posted: March 28, 2024

**INTERNET ACCESS TO BOARD AGENDA AND STAFF REPORT MATERIAL IS AVAILABLE
PRIOR TO THE MEETING AT: [HTTP://WWW.CITYOFNEEDLES.COM](http://www.cityofneedles.com)**

SB 343-DOCUMENTS RELATED TO OPEN SESSION AGENDAS -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Administrative Office, 817 Third Street, Needles, CA 92363.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cheryl Sallis, Secretary to the Board, at (760) 326-2113 ext 115. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-104 ADA Title II).

BOARD OF PUBLIC UTILITIES

March 5, 2024

The regular meeting of the Board of Public Utilities held on the 5th day of March, 2024, was called to order at 4:00 p.m. with CHAIRMAN CAMPBELL presiding and the following COMMISSIONERS present:

COMMISSIONERS LeJEUNE, BROWN AND MOFFITT

Also Present: SECRETARY SALLIS, CITY MANAGER MARTINEZ, UTILITY MANAGER TORRANCE AND OTHER KEY STAFF

EX ABSNC COMMISSIONER MOFFITT MOVED, SECONDED BY COMMISSIONER LeJEUNE, to grant an excused absence to COMMISSIONERS SCHNEIDER AND McNEIL. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LeJEUNE,
BROWN AND MOFFITT
NOES: NONE
ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

APPROVAL COMMISSIONER MOFFITT MOVED, SECONDED BY COMMISSIONER
AGENDA BROWN, to approve the agenda. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LeJEUNE,
BROWN AND MOFFITT
NOES: NONE
ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

CORSPNDN: None

PBLC APRN: None

CNST CAL: COMMISSIONER LeJEUNE MOVED, SECONDED BY COMMISSIONER MOFFITT, to approve consent calendar items 1 and 2

1. Minutes of regular meeting held February 20, 2024
2. Power Purchase Cost Adjustment (PCA) for months of December 2023 and January 2024 and continue the over-hydro rate of \$0.1538 with an additional \$.01 power cost adjustment as effective December 1, 2023

Motion to approve item 1 carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS BROWN
AND MOFFITT
NOES: NONE
ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL
ABSTAIN: COMMISSIONER LeJEUNE

March 5, 2024

Page 2

Motion to approve item 2 carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LeJEUNE,
BROWN AND MOFFITT

NOES: NONE

ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

REG ITEMS: Utility Manager Torrance updated the Board on the rehabilitation of well #12 noting that no action is needed as there's a lease agreement for the city to utilize the golf course well in lieu of the golf course being charged for water. The lease agreement states the golf course is responsible for cost of maintenance. Well production started decreasing, the well was pulled and found to be badly deteriorated since the last work done in 2019. In the process of repairing to get the well back up and running.

REHAB OF
WELL #12

TREATMNT
PLANT
UPDATE

Kathy Raasch, interim development services director, provided a PowerPoint presentation on the construction of the treatment plant project, work that has been done to date, and work still to be done. She reviewed the schedule to complete the project which is estimated for May. A brief discussion followed on the treatment plant construction.

REPORTS:

CHAIRMAN CAMPBELL acknowledged the following reports: 1) Monthly activity report November and December 2023; 2) EUSI, LLC operational support services relating to the wastewater treatment facility and collection system January 2024

COMMISSIONER BROWN referenced a street improvement plan noting that Parkway is the worst street in the city and asked if there is a paving schedule available as to specifically when Parkway will be done. He questioned priority to get Parkway done over lesser destroyed streets. City Manager Martinez responded that the pavement management plan is available on the city's website and agreed to provide to the Board Members. He spoke on the cannabis tax being used for the street improvements and taking longer than anticipated for funding. Work is being done on an update to the pavement management plan and Parkway will be taken into consideration.

MGR'S RPT: Utility Manager Torrance reported that the lateral project has started, and staff has purchased peak power for July through September which will be on the next agenda.

BRD RQSTS: CHAIRMAN CAMPBELL noted that there are many residents on wells on the north and south ends of town who are having trouble finding someone to service their wells. He was told the city does not have a vendor list and/or won't provide it and suggested that a vendor list be put together of well vendors willing to work in California, without any city preference, that can be shared with residents.

CHAIRMAN CAMPBELL declared the regular meeting of the Board of Public Utilities held on the 5th day of March, 2024, adjourned at 4:33 p.m.

ATTEST: _____
Chairman

Secretary



City of Needles, California Request for Board Action

☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: April 2, 2024

Title: Cancel the second regular Board meetings during the months of June, July and August 2024

Background: In years past, the Board has cancelled the second meeting in the months of June, July, August and September allowing for vacations and an opportunity to catch up. Staff is requesting the Board again consider cancelling the second regular meeting in the months of June (June 18), July (July 16) and August (August 20). It should be noted the City Council has also canceled their second meeting for these months. A special meeting of the Board can be called if the need arises.

Fiscal Impact: None

Environmental Impact: NA

Recommended Action: Cancel the second regular Board meetings during the months of June, July and August 2024.

Submitted By: Cheryl Sallis

City Manager Approval: Patrick J. Martinez

Date: 3/27/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: April 2, 2024

Title: Approve extending the Electrical General Services Contract with Petrelli Electric Co. to April 25, 2028

Background: In March 2021, an invitation to bid was published for a 4-person electrical line crew including equipment and electrical tools. The NPUA has utilized the Electrical General Services Contract with Petrelli for emergency services and system reliability improvements. Staff is requesting extending the current contract for an additional three years.

Fiscal Impact: To be determined annually, all capital expenditures projects will be proposed to the Board for approval. During FY 24 there were \$0.00 expenditures.

Environmental Impact:

Recommended Action: Approve extending the Electrical General Services Contract with Petrelli Electric Co. to April 25, 2028

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez

Date: 3/28/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

**N.P.U.A.
PUBLIC WORKS MAINTENANCE AGREEMENT
(PETRELLI ELECTRIC, INC.)**

This PUBLIC WORKS MAINTENANCE AGREEMENT ("Agreement") is made and effective this 11th Day of March 2022, by and between the Needles Public Utility Authority (NPUA), a public agency and PETRELLI ELECTRIC, INC. A California Corporation ("CONTRACTOR"). In consideration of the mutual covenants and Conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the MAINTENANCE WORK AS NEEDED AND REQUESTED BY N.P.U.A., ON A TIME & EQUIPMENT BASIS FOR A FULL FOUR (4) PERSON LINE CREW WITH LINE TRUCKS & STANDARD TOOLS. ALL TASKS SUBJECT TO PRIOR WRITTEN APPROVAL OF N.P.U.A. MANAGER. ALL TASKS IN EXCESS OF \$15,000.00 REQUIRE N.P.U.A. APPROVAL. For the Project (hereinafter "Project"). NPUA's Request for Proposals ("Invitation") for the Project, dated

03/10/2021 and CONTRACTOR's Bid in response to the Invitation, dated 03/25/2021 are attached hereto as Exhibits "A" and "B", respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the NPUA, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the NPUA, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference, or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Task Order signed by the NPUA Manager. All work shall commence on the date specified in the Task Order NPUANPUA. CONTRACTOR shall refer to the Task Order for additional contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The NPUA shall pay to the CONTRACTOR on a as needed basis for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$ 702.54 per hour for time & equipment for a full 4-person line crew with line trucks and standard tools. Each Job Order shall contain an estimated maximum cost for labor and materials which may be exceeded only with the consent of the NPUA Manager

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the NPUA shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, attached hereto as Exhibit "C" which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel, and hold harmless NPUA, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the NPUA. Should conflict of interest principles preclude a single legal counsel from representing both NPUA and CONTRACTOR, or should NPUA otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the NPUA its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the NPUA (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of NPUA under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless NPUA for liability

attributable to the active negligence of NPUA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where NPUA is shown to have been actively negligent and where NPUA active negligence accounts for only contractors comparative negligence.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for San Bernardino County. Wage rates shall conform with those posted at Needles City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the NPUA and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the NPUA to the CONTRACTOR no sooner than thirty-five (35) days after approval of the work by the NPUA.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from NPUA or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the NPUA may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material thereon, and may complete the work contemplated by this Agreement or any portion

of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the NPUA to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the NPUA, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the NPUA, or the CONTRACTOR shall pay the NPUA the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the NPUA.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors more than the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to NPUA.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of NPUA, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to NPUA:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of

this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason.
 - Pay on behalf of wording as opposed to reimbursement.
 - Concurrence of effective dates with primary policies.
 - Policies shall "follow form" to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all the subcontractor's employees.

CONTRACTOR shall submit to CITY Along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of NPUA, its officers, agents, employees, and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to NPUA providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY OF NEEDLES, the NPUA, their officials, officers, agents, and employees, shall be included as additional insureds under the policy.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to NPUA as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by NPUA's risk manager prior to commencement of performance. Current certification of insurance shall always be kept on file with NPUA during the term of this contract. NPUA reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees, or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory or other exposure to completed operations claims. The CITY, NPUA and their officers, officials, employees, and agents shall continue as additional insureds under such policies during such period.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY OR NPUA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY AND NPUA before the CITY's or NPUA's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **NPUA's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, NPUA has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by NPUA will be promptly reimbursed by CONTRACTOR or NPUA will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, NPUA may cancel this Agreement.
5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the NPUA's risk manager.
6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against NPUA, its elected or appointed officers, agents, officials, employees, and volunteers or shall

specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against NPUA and shall require similar written express waivers and insurance clauses from each of its sub consultants.

- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the NPUA to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the NPUA nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the NPUA requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the NPUA.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to NPUA with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that NPUA and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with this Agreement if it includes any limiting endorsement of any kind that has not been first submitted to NPUA and approved of in writing.
- 12. Separation of insureds.** A severability of interests' provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR.

CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to NPUA for review.

14. NPUA's right to revise requirements. The NPUA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the NPUA and CONTRACTOR may renegotiate CONTRACTOR's compensation.

15. Self-insured retentions. Any self-insured retentions must be declared to and approved by NPUA. NPUA reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by NPUA.

16. Timely notice of claims. CONTRACTOR shall give NPUA prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License and pocket cards of employees working on Needles projects, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the NPUA knows that the same CONTRACTOR will be awarded total project costs more than \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **Sal Petrelli** whose title is authorized representative is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the NPUA in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

-
2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the NPUA will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the NPUA will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the NPUA and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto

All the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

XVIII. TERMINATION

This agreement may be terminated by NPUA with or without cause on thirty (30) days written notice.

[Signatures on following page]

SIGNATURE PAGE TO

NPUA
PUBLIC WORKS MAINTENANCE AGREEMENT
(PETRELLI ELECTRIC INC.)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER: (Needles Public Utility Authority)

BY:

Signature

TITLE:

DATE:

ATTEST:

BY:

Signature

TITLE:

DATE:

APPROVED AS TO FORM:

BY:

Lena Wade

Lena Wade (Mar 31, 2022 09:26 PDT)

TITLE:

John O. Pinkney, NPUA Attorney

Lena Wade

CONTRACTOR:

BY:

Signature

NAME:

SAL PETRELLI

Print Name

ADDRESS: **11616 DAVENPORT ROAD, AGUA DULCE, CA 91390**

EMPLOYER IDENTIFICATION NO: **95-4501798**

LICENSE NUMBER: **CSLB 444795**

TELEPHONE: **(661) 268-7312**

FAX: **(661) 268-7331**

EMAIL: **sal@petrellelectric.com**

REGISTRATION NO. **1000045836**






Petrelli & PW Project Signature Pages

Final Audit Report

2022-03-31

Created:	2022-03-30
By:	Tammy Ellmore (tellmore@cityofneedles.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9mwqT8TcNKdE5Wsfyog7JCI4M_S8ShNv

"Petrelli & PW Project Signature Pages" History

-  Document created by Tammy Ellmore (tellmore@cityofneedles.com)
2022-03-30 - 10:53:59 PM GMT- IP address: 69.161.204.209
-  Document emailed to Lena Wade (wade@sbemp.com) for signature
2022-03-30 - 10:56:04 PM GMT
-  Email viewed by Lena Wade (wade@sbemp.com)
2022-03-31 - 4:04:33 PM GMT- IP address: 173.196.63.114
-  Document e-signed by Lena Wade (wade@sbemp.com)
Signature Date: 2022-03-31 - 4:26:11 PM GMT - Time Source: server- IP address: 173.196.63.114
-  Agreement completed.
2022-03-31 - 4:26:11 PM GMT

**NPUA
PUBLIC WORKS MAINTENANCE AGREEMENT
PETRELLI ELECTRIC**

EXHIBIT "A"

NPUA'S RFP

DATED: **MARCH 25, 2021**

**CITY OF NEEDLES
INVITATION TO BID**

Sealed bids will be received by the Office of the City Clerk, Needles California, 92363 for the following:
ELECTRIC LINE CREW consists of a 4-person line crew with line truck, bucket truck and all standard line tools.

BID OPENING DATE: on or before 03/25/2021, 3:30 p.m. PST

DESCRIPTION OF WORK: The PROJECT consists of a 4-person line crew to perform general high voltage electrical line work as assigned by the City of Needles Electric Line Crew Supervisor to repair current infrastructure in a 3-year contract. The bid is for the cost of a "Time and Equipment" Electric Line Crew.

QUESTIONS: Rainie Torrance

(760) 326-5700 x 140, rtorrance@cityofneedles.com

BID PACKETS: In conformance with the Needles Charter, prospective bidders can view contract specifications (electronic copy) only at the City of Needles website at www.cityofneedles.com under RFP.

QUESTION CUT OFF DATE: 03/23/2021

For addendums, please Email: tellmore@cityofneedles.com to be added to our bid holder / interested bidders list.

**NPUA
PUBLIC WORKS MAINTENANCE AGREEMENT**

(PETRELLI ELECTRIC INC.)

EXHIBIT "B"

CONTRACTOR'S Bid
DATED **APRIL 13, 2021**

3-YEAR CONTRACT
EXPIRING: APRIL 13, 2024

(Insert behind this page.)

CONTRACTOR INFORMATION

Company Legal Name: Petrelli Electric Inc

Company Legal Status (corporation, partnership, sole proprietor, etc.): Corporation

Business Address: 11615 Davenport Road, Agua Dulce, CA 91390

Website Address: www.petrellielectric.com

Telephone Number: (661) 268-7312 Facsimile Number: (661) 268-7331

Email Address: sal@petrellielectric.com

Length of time the firm has been in business: 38 years

Is your firm a sole proprietorship doing business under a different name? Yes No-X

If yes, please indicate sole proprietor's name and the DBA:

N/A

Is your firm incorporated? X Yes No If yes, State of Incorporation: CA

Federal Taxpayer ID Number: 95-4501798

Regular business hours: 7:00AM-3:30PM Monday-Friday

ACKNOWLEDGEMENTS

BIDDER has examined the CONTRACT DOCUMENTS, including the following
ADDENDA (as acknowledged below):

No. <u>1</u> Date: <u>3/23/21</u>	No. <u> </u> Date: <u> </u>
No. <u> </u> Date: <u> </u>	No. <u> </u> Date: <u> </u>
No. <u> </u> Date: <u> </u>	No. <u> </u> Date: <u> </u>

REQUEST FOR CLERIFICATION

Standard Fee Schedule

4-person Electrical Crew

Based on the Exhibit A Standard Fee Schedule submitted for your bid please provide the following breakdown.

4-person ELECTRICAL CREW (per hour)

(1) Forman, Regular Time \$ 140.12

(2) Lineman / Cable Splicer, Regular Time \$ 269.20

(1) Groundman, Regular Time \$ 95.22

(1) Digger Derrick (HD 6x6) \$ 78.00

(1) Bucket Truck 100 \$ 92.00

(1) Pickup 4x4 \$ 28.00

Employee Subsistence (per hour, include cost for 4-person crew above) \$ Included

Portal to Portal Rate per Mile (if applicable) \$

Total 4-person ELECTRICAL CREW (per hour) \$ 702.54

Company Name: Petrelli Electric Inc

Notes: All emergency call-outs will be billed per hour from Agua Dulce to Needles.
Labor rates will be increased 1.8% on June 1, 2021, per the collective bargaining
agreement with IBEW Local 47.

RETURN NO LATER THAN MONDAY MARCH 29, 2020 BY
10:00 A.M.

NON-COLLUSION DECLARATION

To be executed by BIDDER
And Submitted with BID
Per Public Contract Code Section 7106

State California
County Los Angeles

The undersigned declares:

I am the Vice President of Petrelli Electric Inc, the party making the foregoing BID.

The BID is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The BID is genuine and not collusive or sham. BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID. BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or to refrain from bidding. BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the BID price of BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the BID price, or of that of any other BIDDER. All statements contained in the BID are true. BIDDER has not, directly or indirectly, submitted his or her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, to effectuate a collusive or sham BID, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a BIDDER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of BIDDER.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3-23-21 (date), at

Woodland Hills, CA (city / state).

By: 

Name: Sal Petrelli

**NON-COLLUSION DECLARATION
(Continued)**

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On March 23, 2021, before me, Susan North, Notary Public, personally
appeared Sal Petrelli, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.



WITNESS my hand and official seal.

Susan North
Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.*

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Non-Collusion Declaration
Title or Type of Document

1
Number of Pages

March 23, 2021
Date of Document

None

Signer(s) Other Than Named Above

EXHIBIT A
Standard Fee Schedule
4-person Electric Crew

<u>Classification</u>	<u>Hourly Rate</u>
General Foreman, Regular Time	<u>\$151.70</u>
General Foreman, Double Time	<u>\$ 232.42</u>
Foreman, Regular Time	<u>\$ 140.12</u>
Foreman, Double Time	<u>\$ 215.10</u>
Lineman / Cable Splicer, Regular Time	<u>\$ 134.60</u>
Lineman / Cable Splicer, Double Time	<u>\$ 197.79</u>
Apprentice 7 th Step, Regular Time	<u>\$ 128.16</u>
Apprentice 7 th Step, Double Time	<u>\$ 185.40</u>
Apprentice 6 th Step, Regular Time	<u>\$ 122.24</u>
Apprentice 6 th Step, Double Time	<u>\$ 179.40</u>
Apprentice 5 th Step, Regular Time	<u>\$ 119.31</u>
Apprentice 5 th Step, Double Time	<u>\$ 175.95</u>
Apprentice 4 th Step, Regular Time	<u>\$ 119.31</u>
Apprentice 4 th Step, Double Time	<u>\$ 175.95</u>
Groundman, Regular Time	<u>\$95.22</u>
Groundman, Regular Double Time	<u>\$ 127.68</u>
Meter Tech	<u>\$ 134.60</u>

<u>Equipment</u>	<u>Hourly Rate</u>
Digger Derrick (HD 6 x 6)	<u>\$78.00</u>
Bucket Truck 100	<u>\$ 92.00</u>
Bucket Truck 77	<u>\$ 78.00</u>
Digger Derrick 60, 65	<u>\$58.00</u>
Digger Derrick 50, 55	<u>\$52.00</u>
Bucket Truck 50, 55	<u>\$52.00</u>
Pickup 4 x 4	<u>\$28.00</u>

Company Name: Petrelli Electric Inc

Notes: A flat rate of \$75.00 per day, per employee, will also be charged for subsistence in accordance with the collective bargaining agreement with IBEW Local 47. Our rates are notal to notal from our yard in Aqua Dulce, CA

**NPUA
PUBLIC WORKS MAINTENANCE AGREEMENT**

(PETRELLI ELECTRIC INC.)

EXHIBIT "C"

ATTACH GENERAL CONDITIONS

GENERAL AND SUPPLEMENTAL CONDITIONS

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - BID, Performance, and Payment BONDS and other instruments of surety, furnished by CONTRACTOR and CONTRACTOR'S SURETY in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME. NO CHANGE ORDER is effective unless executed on the approved form, "Contract CHANGE ORDER," and approved by a CITY'S Representative.
- 1.7 CONTRACT DOCUMENTS - The Contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, NOTICE OF AWARD, Payment BOND, PERFORMANCE BOND, NOTICE TO PROCEED, General Conditions, SUPPLEMENTAL CONDITIONS, Equal Opportunity Requirements, CHANGE ORDERS, Technical SPECIFICATIONS, DRAWINGS and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom OWNER has executed the Agreement.

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- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE, or an extension of the CONTRACT TIME, issued by the ENGINEER to CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - WRITTEN NOTICE of the acceptance of the BID from OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by OWNER to CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed, CITY OF NEEDLES, CALIFORNIA.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All DRAWINGS, diagrams, illustrations, brochures, schedules and other data which are prepared by CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship and including the General Conditions and SUPPLEMENTAL CONDITIONS.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

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- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
 - 1.23 SUPPLEMENTAL CONDITIONS - Additions and modifications to the General Conditions required by PROJECT specific requirements and applicable laws.
 - 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
 - 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
 - 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement, in writing, and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 CONTRACTOR shall submit to OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate, CONTRACTOR shall submit construction progress schedules showing the order in which CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail DRAWINGS will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 CONTRACTOR shall also submit a schedule of payments that CONTRACTOR anticipates will be earned during the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS, and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 In case of conflict between the SPECIFICATIONS, and the STANDARD SPECIFICATIONS (Greenbook), the Specification shall govern.

4.4 Any discrepancies found between the DRAWINGS and SPECIFICATIONS, and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at CONTRACTOR's risk.

5. SHOP DRAWINGS

5.1 CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. At a minimum, CONTRACTOR shall provide submittals required to be in a list format. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWING shall not release CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates from the requirement of the CONTRACT DOCUMENTS, shall be evidenced by a CHANGE ORDER.

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- 5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear CONTRACTOR's certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
 - 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to the ENGINEER.
 - 5.4 CONTRACTOR shall accept full responsibility for the completeness of each re-submittal. CONTRACTOR shall verify that all corrected data and additional information previously requested by the ENGINEER are provided on the re-submittal.
 - 5.5 When corrected copies are resubmitted, CONTRACTOR, shall in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by ENGINEER on previous submissions.
 - 5.6 Requirements specified for initial submittals shall also apply to re-submittals. Re-submittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the re-submittal.
 - 5.7 If more than one resubmission is required because of failure of CONTRACTOR to provide all previously requested corrected data or additional information, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER for review of the additional re-submissions. This does not include initial submittal data, such as shop tests and field tests, which are submitted after initial submittal.
 - 5.8 Re-submittals shall be made within 10 days of the date of the letter returning the material to be modified or corrected, unless within 30 days CONTRACTOR submits an acceptable request for an extension of the stipulated time period, listing the reasons the re-submittal cannot be completed within that time.
 - 5.9 Any need for more than one resubmission, or any other delay in obtaining ENGINEER's review of submittals, will not entitle CONTRACTOR to extension of the CONTRACT TIMES unless delay of WORK is directly caused by a change in the WORK authorized by a CHANGE ORDER or by failure of ENGINEER to review any submittal within the submittal review period of two weeks and return the submittal to CONTRACTOR.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Material and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with the SHOP DRAWINGS and samples submitted by CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, and equipment to be incorporated into the WORK shall not be purchased by CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted industry standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR will give the ENGINEER timely notice of readiness. CONTRACTOR will then furnish the ENGINEER with the required certificates of inspection, testing or approval.
- 7.3 Inspections, tests, or approvals by the ENGINEER or others shall not relieve CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

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- 7.4 The ENGINEER and the ENGINEER's representatives will, always, have access to the WORK. In addition, authorized representatives and agents of any participating federal, state or local agencies shall be permitted to inspect all WORK, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. CONTRACTOR will provide proper facilities for such access and observation of the WORK, and for any inspection or testing thereof.
- 7.5 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER / INSPECTOR's observation and replaced at CONTRACTOR's expense.
- 7.6 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
- 7.7 A pre-final inspection of the WORK will be made by OWNER, ENGINEER, and project inspector. This inspection shall be made as soon as practical after CONTRACTOR has notified OWNER, in writing, that the WORK is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the WORK as being substantially complete and prior to filing of the Notice of Completion.
- 7.8 A final inspection of all the WORK will be made by OWNER, ENGINEER, and CONTRACTOR, prior to acceptance of the WORK.
- 7.9 Forty-eight hours prior to WORK being accomplished, CONTRACTOR will notify the ENGINEER of the proposed working hours to accomplish the WORK for that day. WORK may be accomplished on weekends or holidays only if CONTRACTOR provides prior notification, ENGINEER approves the request, and CONTRACTOR pays for the additional amount for holiday or overtime inspection costs beyond the normal hourly inspection rates for weekdays.

-
- 7.10 CONTRACTOR shall make the WORK accessible at all reasonable times for inspection by OWNER. CONTRACTOR shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the WORK.

8. SUBSTITUTIONS

- 8.1 For purposes of this provision the term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the SPECIFICATIONS.
- 8.2 Pursuant to Public Contract Code section 3400(b) of City may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by section 3400 (b) OWNER may have made such finding as may be further described in the General Conditions and SUPPLEMENTAL CONDITIONS. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the PROJECT may be found in section 37.3 of the SUPPLEMENTAL CONDITIONS, if applicable.
- 8.3 Unless specifically designated in section 37.3 of the SUPPLEMENTAL CONDITIONS, whenever in SPECIFICATIONS any material, product, thing, or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such SPECIFICATIONS shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words "or approved equal." CONTRACTOR may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, OWNER has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by CONTRACTOR is not, in the opinion of the ENGINEER and OWNER, substantially equal or better in every respect to that specified, BIDDERS shall furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with CONTRACTOR.
- 8.4 CONTRACTOR shall submit requests together with substantiating data for substitution of any "or approved equal" material, product, thing, or service no later than 20 days after award of the contract. Provisions authorizing submission of "or approved equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or approved equal" substitution request is rejected, a CONTRACTOR shall be

responsible for including the specified material, product, thing, or service in its BID. OWNER shall not be responsible for any cost of CONTRACTOR associated with "or approved equal" substitution request. OWNER has the complete and sole discretion to determine if a material, product, thing, or service is an "or approved equal" material, product, thing, or service that may be substituted.

- 8.5 For purposes of subsection 8.4 above, data required to substantiate requests for substitutions of an "or approved equal" material, product, thing, or service data shall include a signed affidavit from CONTRACTOR stating that the substituted "or approved equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include and all illustrations, SPECIFICATIONS, and other relevant data including catalogue information which describes the requested substituted "or approved equal" to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or approved equal" material, product, thing, or service will reduce or increase the CONTRACT PRICE. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or approved equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the ENGINEER in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The ENGINEER is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to CONTRACTOR's failure to submit a complete package initially.
- 8.6 Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of CONTRACTOR's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision 8.4. Further, CONTRACTOR shall bear the cost of all engineering WORK associated with the review of submittals for substitution of equals.
- 8.7 In the event CONTRACTOR furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by CONTRACTOR.

9. PATENTS

- 9.1 CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save OWNER harmless

from loss on account thereof, except that OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified; however, if CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, AND REGULATIONS

10.1 Survey will be provided by OWNER (if applicable).

10.2 CONTRACTOR shall bear all costs for RE-STAKE, lost, or otherwise removed.

10.3 CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by OWNER, unless otherwise specified. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, CONTRACTOR shall promptly notify the ENGINEER, in writing, and any necessary changes shall be adjusted as provided in section 14, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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- 11.2 CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts of any of them will be liable, except damage or loss attributable to the fault of OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- 11.4 For all excavations more than five (5) feet, CONTRACTOR shall, pursuant to Labor Code section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by CONTRACTOR and accepted by the ENGINEER. All excavations shall compile with OSHA standards.

12. PROPERTY OWNER NOTIFICATION

- 12.1 CONTRACTOR is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of WORK. A copy of this notification letter must also be sent to the Engineering Department at 817 Third Street, Needles, CA 92363. CONTRACTOR shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing WORK adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be replaced at CONTRACTOR's expense if damage is done.

12.2 In the event that vehicles are on the street at the time construction is to begin, CONTRACTOR shall take appropriate action to notify owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and owner is not capable of moving the vehicle, CONTRACTOR shall inform the Engineering Department, who will notify the San Bernardino County Sheriff Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the ENGINEER, for the required 48-hour time period. Removal of said signs by the property owners or vandals will not constitute non-compliance with this section."

13. SUPERVISION BY CONTRACTOR

13.1 CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated, in writing, by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as if given to CONTRACTOR. The supervisor shall be present on the site, always, as required to perform adequate supervision and coordination of the WORK.

14. CHANGES IN THE WORK

14.1 OWNER may, at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

14.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in details of the WORK. CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless CONTRACTOR believes that such FIELD ORDER entitles CONTRACTOR to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, CONTRACTOR shall document the basis for the change in CONTRACT PRICE or CONTRACT TIME within thirty (30) days. CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from OWNER.

15. CHANGES IN CONTRACT PRICE

15.1 All changes that affect the cost or time of the construction of the PROJECT must be authorized by means of a CHANGE ORDER. The CHANGE ORDER will include extra WORK, WORK for which quantities have been altered from those shown in the BIDDING schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the BIDDING schedule because of final measurements. All changes should be recorded on a CHANGE ORDER as they occur. Each CHANGE ORDER must contain complete and detailed justification for all items addressed by the CHANGE ORDER. All CHANGE ORDERS must be executed on a, "Contract CHANGE ORDER," and must be approved by OWNER prior to execution of the WORK by CONTRACTOR.

15.2 The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.

(b) An agreed lump sums.

(c) Force account as stated in the most current edition of the Standard Specification for Public Works Construction SSPWC – Greenbook Standard SPECIFICATIONS except that the negotiated total mark up, including overhead and profit, is limited to a maximum 15 percent for CONTRACTOR doing the WORK and a maximum of an additional 5 percent for the prime contractor if the WORK is performed by any SUBCONTRACTOR. For joint ventures, such is considered a prime contractor.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

16.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on the date specified in the NOTICE TO PROCEED.

16.2 CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

16.3 The parties acknowledge that CONTRACTOR's failure to complete the WORK within the CONTRACT TIME *will cause OWNER to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by OWNER of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, CONTRACTOR agrees that liquidated damages may be assessed and recovered by OWNER as against CONTRACTOR and its Surety, in the event of delayed completion and without OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, CONTRACTOR will pay to OWNER liquidated damages in the amount of \$300.00 per day for each day beyond the CONTRACT TIME.*

16.4 CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and CONTRACTOR has promptly given WRITTEN NOTICE of such delay to OWNER or ENGINEER.

16.4.1 To any preference, priority or allocation order duly issued by OWNER.

16.4.2 To unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of OWNER, acts of another CONTRACTOR in the performance of a contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

16.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 16.4.1 and 16.4.2 of this Article.

17. CORRECTION OF WORK

17.1 CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS, and without expense to OWNER, and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

17.2 All removal and replacement WORK shall be done at CONTRACTOR's expense. If CONTRACTOR does not take action to remove such rejected WORK within ten (10)

days after receipt of WRITTEN NOTICE, OWNER may remove such WORK and store the materials at the expense of CONTRACTOR.

18. SUBSURFACE CONDITIONS

18.1 CONTRACTOR shall promptly, and before the following conditions are disturbed, notify OWNER by WRITTEN NOTICE of:

18.1.1 Material that CONTRACTOR believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

18.1.2 Subsurface or latent physical conditions at the site differing from those indicated on the contract documents.

18.1.3 Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the Contract.

18.2 Upon such notification, OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for or both performance of any part of the WORK shall issue a CHANGE ORDER under the procedures described in the Contract.

18.3 In the event that a dispute arises between OWNER and CONTRACTOR whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for or both performance of any part of the WORK, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all WORK to be performed under the Contract. CONTRACTOR shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

19. SUSPENSION OF WORK, TERMINATION, AND DELAY

19.1 OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by CONTRACTOR, by WRITTEN NOTICE to CONTRACTOR and the ENGINEER, which shall fix the date on which WORK shall be resumed. CONTRACTOR will resume that WORK on the dates so fixed. CONTRACTOR will be allowed an increase in the CONTRACT

PRICE, or an extension of the CONTRACT TIME, or both, directly attributing to any suspension.

- 19.2 If CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and its SURETY a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the WORK by whatever method OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR will pay the difference to OWNER. Such costs incurred by OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 19.3 Where CONTRACTOR's services have been so terminated by OWNER, said termination shall not affect any right of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due to CONTRACTOR will not release CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 19.4 After ten (10) days from delivery of a WRITTEN NOTICE to CONTRACTOR and the ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 19.5 If, through no act or fault of CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30)

days after it is submitted, or OWNER fails to pay CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days after its approval and presentation, then CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to OWNER and the ENGINEER terminate the Contract and recover from OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the ENGINEER has failed to act on a request for payment or if OWNER has failed without good cause to make any payment as aforesaid, CONTRACTOR may, upon ten (10) days WRITTEN NOTICE to OWNER and the ENGINEER, stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 19.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate CONTRACTOR for the costs and delays necessarily caused by the failure of OWNER or ENGINEER.
- 19.7 OWNER may, at any time, terminate the Contract for OWNER's convenience and without cause. CONTRACTOR shall be entitled to receive payment for WORK executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the WORK executed.

20. PAYMENT TO CONTRACTOR

- 20.1 OWNER agrees to pay CONTRACTOR in monthly progress payments for all WORK completed according to the schedules delivered to OWNER under Section 3.2. At least ten (10) days before each progress payment falls due (but not more often than once a month), CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, such as paid invoices, or other written evidence satisfactory to OWNER; as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance.

The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate, in writing, approval of the payment, and present the partial payment estimate to OWNER, or return the partial payment estimate to CONTRACTOR indicating, in writing, the reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. OWNER will, within twenty (20) days of presentation of an approved partial payment estimate, pay CONTRACTOR a progress payment based on the approved partial payment estimate less the retention. The retention shall be an amount equal to 10% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon SUBSTANTIAL COMPLETION of the WORK, any amount retained may be paid to CONTRACTOR. When the WORK has been substantially completed, except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, always retaining an amount sufficient to cover the estimated cost of the WORK to be completed.

- 20.2 Payments will not be made that would deplete the retention nor place in escrow any funds that are required for retention nor invest the retention for the benefit of CONTRACTOR.
- 20.3 All progress payments and the final payment shall be processed on a "Partial Payment Estimate", and all payments shall be approved by OWNER.
- 20.4 Prior to SUBSTANTIAL COMPLETION, OWNER, with the approval of the ENGINEER, and with the concurrence of CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 20.5 OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of OWNER.
- 20.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by OWNER, shall be paid to CONTRACTOR thirty (30)

days after the timely recording of a Notice of Completion, Late payments of the retention shall bear interest at a rate of two percent (2%) per month until paid.

- 20.7 CONTRACTOR will indemnify and save OWNER or OWNER's agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. CONTRACTOR shall, at OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If CONTRACTOR fails to do so, OWNER may, after having notified CONTRACTOR, either pay unpaid bills or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to CONTRACTOR shall be resumed in accordance with the terms of CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR, CONTRACTOR's SURETY, or any third party. In paying any unpaid bills of CONTRACTOR, any payment so made by OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by OWNER to CONTRACTOR and OWNER shall not be liable to CONTRACTOR for any such payments made in good faith.
- 20.8 If OWNER fails to make payment within the time specified in section 20.6, in addition to other remedies available to CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by CONTRACTOR.
- 20.9 The ENGINEER may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect OWNER from loss on account of:
- (a) Defective WORK not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
 - (d) A reasonable doubt that the WORK can be completed for the balance then unpaid.
 - (e) Damage to another CONTRACTOR.

(f) Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

20.10 Where WORK on unit price items is substantially complete but lack clean-up and/or corrections ordered by the ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

21.1 CONTRACTOR's release upon payment shall be in accordance with Civil Code section 3262.

22. INSURANCE

22.1 CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from CONTRACTOR's execution of the WORK, whether such execution be by CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

22.1.1 Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

22.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

22.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees.

22.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person; and

22.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

22.2 Certificates of Insurance acceptable to OWNER shall be filed with OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least (15) days prior WRITTEN NOTICE has been given to OWNER.

22.3 CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

22.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to CONTRACTOR and protecting CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by CONTRACTOR or by any SUBCONTRACTOR employed by CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR, or by a SUBCONTRACTOR employed by CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$250,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The City shall be added as additional insured to general liability and auto liability policies, and CONTRACTOR's insurance shall be primary and non-contributory. CONTRACTOR shall provide an endorsement providing that OWNER, its officials, officers, employees, agents and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the WORK.

22.3.2 CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of OWNER, CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release CONTRACTOR or CONTRACTOR's SURETY from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

22.4 CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workers' Compensation Insurance, including occupational disease provisions, for all of CONTRACTOR's employees at the site of the PROJECT and in case any WORK is sublet, CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR. In case

any class of employees engaged in hazardous WORK under this Contract at the site of the PROJECT is not protected under Workers' Compensation statute, CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. CONTRACTOR shall provide an endorsement providing a waiver of subrogation stating that the insurer waives all rights of subrogation against OWNER.

22.5 CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by OWNER. The policy shall name as the insured CONTRACTOR, and OWNER.

22.6 "All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by OWNER shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions."

23. CONTRACT SECURITY

23.1 CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Only BONDS executed by an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, shall be accepted. If a California-admitted surety insurer issuing BONDS does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the California Code of Civil Procedure, and proof of such is provided to City. The expense of these BONDS shall be borne by CONTRACTOR. If, at any time, a SURETY on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of surety companies accepted on federal BONDS, CONTRACTOR shall, within ten (10) days after notice from OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other SURETY or SURETIES as may be satisfactory to OWNER. The premiums on such BOND shall be paid by CONTRACTOR. No further payment

shall be deemed due nor shall be made until the new SURETY or SURETIES shall have furnished an acceptable BOND to OWNER.

- 23.2 The Performance BOND and the Payment BOND to be furnished by CONTRACTOR shall be executed on the forms provided in the CONTRACT DOCUMENTS.

24. ASSIGNMENTS

- 24.1 CONTRACTOR shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title, or interest therein, or any obligations thereunder, without written consent of the other party.
- 24.2 CONTRACTOR offers and agrees to assign to OWNER all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that OWNER tender's final payment to CONTRACTOR, without further acknowledgment by the parties.

25. INDEMNIFICATION

- 25.1 CONTRACTOR will indemnify and hold harmless OWNER and the ENGINEER against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or willful act or omission of CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 25.2 In any and all claims against OWNER or the ENGINEER, or any of their agents or employees, by any employee of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR under Workers' Compensation acts, disability benefit acts or other employee benefit acts.
- 25.3 The obligation of CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval

of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

26. SEPARATE CONTRACTS

- 26.1 OWNER reserves the right to let other contracts in connection with this PROJECT. CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of CONTRACTOR's WORK depends upon the WORK of any other contractors, CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 26.2 OWNER may perform additional WORK related to the PROJECT or OWNER may let other contracts containing provisions like these. CONTRACTOR will afford the other CONTRACTORS who are parties to such contracts (or OWNER, if OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate the WORK with theirs.
- 26.3 If the performance of additional WORK by other CONTRACTORS or OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, WRITTEN NOTICE thereof shall be given to CONTRACTOR prior to starting any such additional WORK. If CONTRACTOR believes that the performance of such additional WORK by OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, or both CONTRACTOR may make a claim thereof as provided in sections 14 and 15.

27. SUBCONTRACTING

- 27.1 CONTRACTOR may utilize the services of specialty subcontracts on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 27.2 CONTRACTOR shall not award WORK to SUBCONTRACTOR (S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of OWNER.
- 27.3 CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR.

-
- 27.4 CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give CONTRACTOR the same power as regards terminating any subcontract that OWNER may exercise over CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and OWNER.

28. ENGINEER'S AUTHORITY

- 28.1 The ENGINEER shall act as OWNER's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS regarding the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.
- 28.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 28.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

29. LAND AND RIGHTS-OF-WAY

- 29.1 Prior to issuance of NOTICE OF PROCEED, OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 29.2 OWNER shall provide to CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.
- 29.3 CONTRACTOR shall provide, at its own expense and without liability to OWNER, any additional land and access thereto that CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

30. GUARANTEE

30.1 CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. OWNER will give notice of observed defects with reasonable promptness. If CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, OWNER may do so and charge CONTRACTOR the cost thereby incurred. **The Performance BOND shall remain in full force and effect through the guarantee period.**

31. RESOLUTION OF CONSTRUCTION CLAIMS

31.1 Claim means a separate demand by CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from WORK done by, or on behalf of CONTRACTOR, pursuant to this Contract, payment not otherwise expressly provided in the Contract, or any separate demand by CONTRACTOR, the amount of which is disputed by OWNER. If this is a "Public Works Contract" as defined in 22200 of the California Public Contract Code, claims shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code. These sections are summarized as follows:

31.1.1 For claims less than \$50,000, OWNER shall respond in writing to all written claims within forty-five (45) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses OWNER may have against such claim. OWNER's written response to the claim, as further documented, will be submitted to CONTRACTOR within fifteen (15) days from receipt of the further documentation, or within a period no greater than that taken by CONTRACTOR in producing the additional documentation, whichever is greater.

31.1.2 For claims over \$50,000 and less than or approved equal to \$375,000, OWNER shall respond, in writing, to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses OWNER may have against such claim. OWNER's

written response to the claim, as further documented, will be submitted to CONTRACTOR within thirty (30) days from receipt of the further documentation, or within a period no greater than that taken by CONTRACTOR in producing the additional documentation, whichever is greater.

31.1.3 If CONTRACTOR disputes OWNER's written response, or OWNER fails to respond within the time specified, CONTRACTOR may notify OWNER, in writing, within either fifteen (15) days of receipt of OWNER's response, or within fifteen (15) days of OWNER'S failure to respond within the statutorily prescribed time and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, OWNER shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

31.1.4 Following the meet and confer conference, if the claim or any portion remains in dispute, CONTRACTOR may file a claim pursuant to Government Code sections 900, et seq. The period within to file such a claim shall be defined in Public Contract Code section 20104.2(e).

31.2 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims, which have been waived by the making of an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration will be conducted pursuant to sections 10240 - 10240.13 of the California Public Contract Code. The award rendered by the arbitrators shall be final, the judgment may be entered upon it in any court having jurisdiction thereof.

31.2.1 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

31.2.2 CONTRACTOR will carry on the WORK, and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31.2.3 Arbitration awards must be presented, in writing, and include the following elements:

(a) Legal "findings of fact" established by the arbiter.

(b) Specific breakdown of the dollar amounts allocated for each issue under arbitration.

(c) The arbiter's "conclusions of law".

(d) A summary of the evidence.

(e) Reasons underlying the arbiter's award.

31.3 Pursuant to Public Contract Code Section 9201, City shall provide CONTRACTOR with timely notification of the receipt of any third-party claim, relating to the Contract. OWNER is entitled to recover its reasonable costs incurred in providing such notification.

32. TAXES

31.1 CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

33. CONFLICT OF INTEREST

33.1 CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or SUBCONTRACTORS, and OWNER. CONTRACTOR shall ensure that no City officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no City employee shall have any relationship to CONTRACTOR or officer or employee of CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to OWNER.

34. PRECONSTRUCTION CONFERENCE

34.1 Prior to the start of construction, OWNER will schedule a pre-construction conference. At the conference, the ENGINEER will review the project with OWNER, resident inspector, CONTRACTOR, and other interested parties.

35. ACCESS TO CONTRACTOR'S RECORDS

- 35.1 For each negotiated (non-bid) contract in excess of \$2,500, OWNER, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to a specific project for the purpose of making audits, examinations, excerpts, and transcriptions.

36. UTILITIES

- 36.1 Unless otherwise indicated in the CONTRACT DOCUMENTS, all utility lines, conduits, wires, or structures shall be maintained by CONTRACTOR and shall not be disturbed, disconnected, or damaged by him during the progress of the WORK, provided, that should CONTRACTOR in the performance of the WORK disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by CONTRACTOR. However, in accordance with Section 4215 of the California Government Code, CONTRACTOR shall be compensated for all costs of locating and repairing damage to main or trunk-line utility facilities located on the WORK site and for costs of operating equipment on the WORK site necessarily idled during such WORK where CONTRACTOR has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the CONTRACT DOCUMENTS.

(END OF SECTION)



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: April 2, 2024

Title: Award Unisol Solar and Energy to complete the Solar Feasibility Study not to exceed \$37,513

Background: The Board of Public Utilities established an Alternative Energy Ad Hoc Committee in 2022. The mission of the Alternative Energy Ad Hoc Committee is to review different potential energy generation sources and meet the State of California's renewable energy goals.

The Committee has reviewed solar PPA proposals/developments, wind and pump hydro alternatives. The Committee has requested a solar feasibility study be issued to seek professional consulting services to evaluate and determine the suitability of facility rooftops and site developments of City-owned sites. The deadline for submission was February 29, 2024. Two proposals were submitted. Both applicants were interviewed by the Alternative Energy Ad Hoc Committee.

Unisol has small community concept, familiar with distributing solar systems, preliminary design, layout and cost estimate experience.

Fiscal Impact: \$37,513 to be funded by the adopted FY23/24 electric operations and maintenance budget.

Environmental Impact: To be determined

Recommended Action: Award Unisol Solar and Energy to complete the Solar Feasibility Study not to exceed \$37,513

Submitted By: Alternative Energy Ad Hoc Committee Brown, Moffitt, LeJune

City Manager Approval: Patrick J. Martinez

Date: 3/27/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



CRP Investments Inc. d.b.a. UniSol Solar and Storage

Index of Documents

- **Document 1- Costing Analysis**
 - Responder bid with cost breakdown analysis
 - Gantt Chart proposed timeline

- **Document 2- Response File**
 - Cover Letter
 - Attachment 2-A: SAMPLE - City of Huntington Park Billing & Usage History
 - Attachment 2-B: SAMPLE – Site Data Analysis (Huntington Park)
 - Attachment 2-C: SAMPLE – Energy Storage Incentives
 - Attachment 2-D: SAMPLE - City of Huntington Park Feasibility Study
 - Attachment 2-E: Statement of Qualifications

- **Document 3- Consultant Proposal**
 - Additional Supporting Information
 - Attachment 3-A: Sampling of Recent Construction and Solar Projects
 - Attachment 3-B: SAMPLE – Solar PPA Analysis Financials
 - Attachment 3-C: SAMPLE – Solar Lease Basis EPC Estimate Sheets
 - Attachment 3-D: SAMPLE – Engineering Drawings
 - Attachment 3-E: SAMPLE – Solar Annual Production Calcs
 - Attachment 3-F: SAMPLE – Substation Considerations
 - Attachment 3-G: SAMPLE – Solar Carport Solution
 - Attachment 3-H: SAMPLE – Solar Ground Mount Solution
 - Attachment 3-I: SAMPLE – Solar Roof Mount Solution
 - Attachment 3-I: SAMPLE – Draft EPC Contract (upon request)
 - Attachment 3-I: SAMPLE – Draft PPA Contract (upon request)
 - Attachment 3-J: SAMPLE – Draft O&M Agreement (upon request)
 - Attachment 3-K: SAMPLE – Draft Public-Private Partnership Agmt (upon request)

- **Document 4- Cost Proposal**
 - Term, price, scope, exception



CRP Investments Inc. d.b.a. UniSol Solar and Storage

February 26, 2024

City Manager
City of Needles
817 Third Street
Needles, CA 92363

Re: **Solar Photovoltaic Feasibility Study RFP EL2401 Response – Cost Proposal**

- A. Term 30 to 45 days depending on number of visits required to pin down parameters
- B. Price Proposal **\$37,513 (Thirty seven thousand five hundred thirteen dollars)** lump sum fixed for 180 days from today, includes all expenses incurred (e.g. travel) – see 1- Cost File for breakdown.
- C. All inclusive of scope of work from RFP EL2401
 - a. ***Note that we are including at no additional cost in our proposed scope of work the additional task of reviewing your backup demand requirements as to hours of backup required and essential loads to support at various locations for municipal buildings as well as community demands as these are critical to determining the sizing and circuitry re-wiring for a UPS function (tied or non-tied) of the BESS. As well as the substations, distribution and sub-transmission lines' ampacity. We will suggest similar guidelines we prepared for other LA communities that is emerging as a somewhat common standard.***
- D. Exception: Any work outside of or extension of scope of work to be at the following rates:
 - a. Principal consultant (engineer) - \$175/hr
 - b. Grounds/surveying (technician) – \$92.50/hr
 - c. Clerical - \$50/hr

Submitted,

A handwritten signature in black ink, appearing to read "Phyllis Mabbett", is written over a light blue horizontal line.

Phyllis Mabbett, PhD
VP

Concurrent attachments to proposal:

1. *Cost File*
2. *Response File*
3. *Consultant Proposal*
4. *Cost proposal*



F. Price Proposal

Staff Allocations per Discipline: Role/Classifications: Hourly Rate:	TOTAL		Structural				Electrical				Civil		Support Services		
	Hours	IDS Fees	Principal	Senior Eng	Subtotal		Overall PM	Senior Eng	CAD		Subtotal			Senior Eng	Subtotal
					\$	210 \$			161	Hrs	Fees	\$			
Task 1: Project Administration	77	\$13,542	5	20		\$4,270	16	16	0		\$5,712	20	\$3,560	\$2,500	
Meeting (Field Review)	9	\$1,602	1	2	3	\$532	2	2		4	\$714	2	2	\$356	
Meeting (Data Collection)	9	\$1,602	1	2	3	\$532	2	2		4	\$714	2	2	\$356	
Meeting (30% Financial Analysis)	4	\$714			0	\$0	2	2		4	\$714	0	0	\$0	
Meeting (60% Financial Analysis)	4	\$714			0	\$0	2	2		4	\$714	0	0	\$0	
Meeting (100% Financial Analysis)	4	\$714			0	\$0	2	2		4	\$714	0	0	\$0	
Meeting (50% Recommendations)	9	\$1,602	1	2	3	\$532	2	2		4	\$714	2	2	\$356	
Meeting (90% Recommendations)	9	\$1,602	1	2	3	\$532	2	2		4	\$714	2	2	\$356	
Meeting (100% Recommendations)	9	\$1,602	1	2	3	\$532	2	2		4	\$714	2	2	\$356	
	0	\$0			0	\$0				0	\$0	0	0	\$0	
	0	\$0			0	\$0				0	\$0	0	0	\$0	
Task 2: Field Review and Data Collection (10 Parcels or Facilities)	202	\$30,888	2	44		\$7,504	0	72	40		\$15,552	44	\$7,832	\$5,000	
Field Review	81	\$13,498	1	24	25	\$4,074		32		32	\$5,152	24	24	\$4,272	
Data Collection	121	\$17,390	1	20	21	\$3,430		40	40	80	\$10,400	20	20	\$3,560	
	0	\$0			0	\$0				0	\$0	0	0	\$0	
Task 3: Financial Analysis (10 Parcels or Facilities)	8	\$1,568	0	0		\$0	8	0	0		\$1,568	0		\$8,000	
30 Percent Financial Cost Estimate - Installation and Maintenance	2	\$392			0	\$0	2			2	\$392	0	0	\$ 2,000.00	
60 Percent Financial Cost Estimate - Installation and Maintenance	2	\$392			0	\$0	2			2	\$392	0	0	\$ 2,000.00	
100 Percent Financial Cost Estimate - Installation and Maintenance	2	\$392			0	\$0	2			2	\$392	0	0	\$ 2,000.00	
Return on Investment Analysis	2	\$392			0	\$0	2			2	\$392	0	0	\$ 2,000.00	
	0	\$0			0	\$0				0	\$0	0	0		
Task 4: Recommendations	63	\$10,914	3	12		\$2,562	12	24	0		\$6,216				
Prepare 50 Percent Feasibility Study	21	\$3,638	1	4	5	\$854	4	8		12	\$2,072	4	4	\$712	
Prepare 90 Percent Feasibility Study	21	\$3,638	1	4	5	\$854	4	8		12	\$2,072	4	4	\$712	
Prepare 100 Percent Feasibility Study	21	\$3,638	1	4	5	\$854	4	8		12	\$2,072	4	4	\$712	
	0	\$0			0	\$0				0	\$0	0	0	\$0	
Task 5: Reimbursables	0	\$3,500	0	0		\$0	0	0	0		\$0	0		\$0	
Estimated Travel	0	\$3,500			0	\$0				0	\$0		0	\$0	
	0	\$0			0	\$0				0	\$0		0	\$0	
TOTAL - Hours	350		10	76	86		36	112	40	188		120	76	\$12,460	
TOTAL - Fees		\$60,412				\$14,336					\$29,048			\$15,500	
Additional Support Services		\$15,500													
Grand Total		\$75,912													



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: April 2, 2024

Title: SB 1188

Background: Senator Laird introduced SB 1188. The bill would require small water systems (under 10,000 connections) to meet minimum standards on technical, managerial, and financial capacity. This would be author-sponsored, and stems from Senator Laird's experiences with Big Basin and San Lucas water systems in his district. While the Board typically looks at TMF guidelines for loans etc., this would give them explicit authority to develop/adopt minimum TMF standards and require reporting of these factors as well (probably through the eAR).

The author's perspective is to get ahead of systems failing by ensuring they meet minimum criteria and if a system is healthy, they will be able to meet the standards. Water systems unable to meet the standards will not be eligible for funding from the state but there are no other "consequences" in the bill like mandatory consolidation.

Needles would be affected by this bill. CMUA spoke with the committee consultant who is writing the analysis for the bill and used Needles as an example of a small system that is run well and not a candidate for consolidation but if this bill were to pass, would benefit from some technical assistance from the Board since Needles has a small staff and this would be a burden.

Staff have provided comments on the proposed bill. From a small water perspective setting these standards without identifying funding sources is a reach. Needles has been successful; however, it would have not been without much support from the SWRCB.

Fiscal Impact: To be determined

Environmental Impact:

Recommended Action: Information Only

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez

Date: 3/28/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



SB-1188 Drinking water: technical, managerial, and financial standards. (2023-2024)

SHARE THIS:



Date Published: 03/18/2024 09:00 PM

AMENDED IN SENATE MARCH 18, 2024

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

SENATE BILL

NO. 1188

Introduced by Senator Laird

February 14, 2024

~~An act to amend Section 57050 of the Health and Safety Code, relating to public health and environmental protection.~~ *An act to add Article 7.2 (commencing with Section 116600) to Chapter 4 of Part 12 of Division 104 of the Health and Safety Code, relating to drinking water.*

LEGISLATIVE COUNSEL'S DIGEST

SB 1188, as amended, Laird. ~~Repair and maintenance projects: avoiding threats to public health and safety and the environment.~~ *Drinking water: technical, managerial, and financial standards.*

Existing law, the California Safe Drinking Water Act, imposes on the State Water Resources Control Board various responsibilities and duties relating to providing a dependable, safe supply of drinking water. Existing law requires the state board to directly enforce the provisions of the act for all public water systems, except as specified. The act prohibits a person from operating a public water system unless the person first submits an application to the state board and receives a permit to operate the system, as specified. Existing law authorizes the state board to impose permit conditions, requirements for system improvements, technical, financial, or managerial requirements, and time schedules as it deems necessary to ensure a reliable and adequate supply of water at all times that is pure, wholesome, potable, and does not endanger the health of consumers.

Existing law makes it a crime to knowingly make any false statement or representation in any application, record, report, or other document submitted, maintained, or used for purposes of compliance with the act.

This bill would require the state board to develop and adopt minimum standards related to the technical, managerial, and financial capacity of public water systems with fewer than 10,000 service connections. The bill would require public water systems with fewer than 10,000 service connections to have the capacity to demonstrate compliance with those standards, as provided.

This bill would prohibit the state board and the Department of Water Resources from granting or loaning state funding to a public water system that fails to comply with the bill unless the state board or department makes a

finding regarding at least one of 3 specified conditions. The bill would authorize the state board to require a public water system subject to the minimum standards to show proof that it has the technical, managerial, and financial capacity to comply with the standards, including, but not limited to, annual reporting of information necessary and appropriate to monitor a public water system's current capacity status. Because knowingly making a false statement or representation in that report would be a crime under the California Safe Drinking Water Act, the bill would impose a state-mandated local program by expanding the scope of a crime.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

~~Existing law finds and declares, among other things, that the failure to properly repair and maintain commercial and industrial facilities or structures may pose a threat to public health or safety or to the environment that could be prevented through expeditious and coordinated agency action.~~

~~This bill would make nonsubstantive changes to those findings and declarations.~~

Vote: majority Appropriation: no Fiscal Committee: **noyes** Local Program: **noyes**

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Article 7.2 (commencing with Section 116600) is added to Chapter 4 of Part 12 of Division 104 of the Health and Safety Code, to read:

Article 7.2. Technical, Managerial, and Financial Standards

116600. (a) The state board shall develop and adopt minimum standards in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code) related to the technical, managerial, and financial capacity of public water systems with fewer than 10,000 service connections. The standards shall include, but not be limited to, all of the following:

- (1) Source water adequacy, related to both supply and quality.
- (2) Infrastructure adequacy, including source, treatment, distribution, and storage.
- (3) Adequacy of organizational staffing levels and staff technical knowledge, including internal management of outside contractors.
- (4) Ownership accountability.
- (5) Adequate staffing and organization governance structures enabling transparent and informed decisions.
- (6) Effectiveness of external contracts, contractors, or other agreements.
- (7) Revenue sufficiency, including adequate financial reserves to plan, operate, maintain, and restore or replace the system's water infrastructure as it reaches the end of its useful life.
- (8) Credit worthiness.
- (9) Fiscal management and controls.

(b) In developing the standards, the state board shall review and consider documents, standards, and practices produced by other government and water industry organizations, including, but not limited to, all of the following:

- (1) United States Environmental Protection Agency reports related to the agency's technical, managerial, and financial capacity standards, including the 2001 report titled "State Programs to Ensure Demonstration of Technical, Managerial, and Financial Capacity of New Water Systems."
- (2) The American Water Works Association's G410-18 Business Practices for Operation and Management and M1 Principles of Water Rates, Fees, and Charges.
- (3) The Rural Community Assistance Partnership's document titled "The Basics of Financial Management for Small-community Utilities."

(4) Statutes, regulations, or reports from other state governments subject to the federal Safe Drinking Water Act (42 U.S.C. Sec. 300f et seq.).

(c) In developing the standards, the state board may consider proposed or adopted regulations required by Section 116375.

(d) Before adopting the standards, the state board shall convene at least two virtual statewide public workshops regarding the proposed standards.

(e) This article does not limit the Public Utilities Commission's authority in relation to the regulation of water corporations.

116601. (a) Public water systems with fewer than 10,000 service connections shall have the capacity to demonstrate compliance with the minimum technical, managerial, and financial standards adopted pursuant to Section 116600 within two years of the adoption of those standards.

(b) Neither the state board nor the Department of Water Resources shall grant or loan state funding to a public water system that fails to comply with this article unless the state board or the Department of Water Resources makes a finding regarding one or more of the following:

(1) An urgent need to provide interim measures to ensure the safe drinking water of the public water system's customers.

(2) The public water system initiates a voluntary consolidation proceeding with a public water agency that has adequate technical, managerial, and financial capacity within six months.

(3) The state board's Division of Drinking Water has approved a plan developed and submitted by the public water system that demonstrates commitment and capacity to achieve compliance, if consolidation is not a feasible option.

(c) The state board may require a public water system subject to the minimum standards adopted pursuant to Section 116600 to show proof that it has the technical, managerial, and financial capacity to comply with the standards, including, but not limited to, annual reporting of information necessary and appropriate to monitor a public water system's current capacity status.

(d) Nothing in this section shall be construed as limiting the state board's authority to order consolidation pursuant to Section 116682.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

~~SECTION 1. Section 57050 of the Health and Safety Code is amended to read:~~

~~57050. The Legislature hereby finds and declares all of the following:~~

~~(a) The failure to properly repair and maintain commercial and industrial facilities or structures may pose a threat to public health or safety or to the environment that could be prevented through expeditious and coordinated agency action:~~

~~(b) There is an urgent need to implement repair or maintenance projects, as defined in subdivision (g) of Section 57051, as quickly and as effectively as possible to avoid potential threats to public health or safety or to the environment:~~

~~(c) It is the intent of this division to provide, at the request of a responsible party, a mechanism that may ensure that the permits required to carry out necessary repair or maintenance projects at commercial or industrial facilities or structures will be issued in an expeditious, timely, and coordinated manner and will be consistent with one another:~~



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: April 2, 2024

Title: Authorize Chairman Campbell to Execute AB 2221 Opposition Letter

Background: CMUA recently took an opposing position on AB 2221 (J. Carrillo) and is also asking our members to send in letters of opposition. This bill is up for a hearing in the Assembly Utilities and Energy Committee on April 3.

As a way of background, AB 2221 would do the following:

- Establish a series of shot clocks for POU's to approve or deny a broadband provider's power design application for telecommunications infrastructure on POU utility poles.
- Specifically, this bill would create a 45-day shot clock for POU's to approve or deny a completed power design application from a broadband provider, or the application will be deemed approved, and a 10-day shot clock for the POU to determine if the applicant's application is incomplete.
- Lay out a series of additional shot clocks for the POU to create various things for the broadband provider applicant, such as cost estimates and notices of incompleteness.
- Require the POU to adopt, publish, and make easily accessible to the public, including broadband provider applicants, all rules, requirements, and standards applicable to applications submitted to the electric utility 12 months in advance of the submission of the application.

Fiscal Impact: If approved would it increase operations and maintenance costs of the NPUA.

Environmental Impact:

Recommended Action: Authorize Charman Campbell to Execute AB 2221 Opposition Letter

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez

Date: 3/28/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles

817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
City Manager Patrick Martinez

April 2, 2024

The Honorable Cottie Petrie-Norris
Chair, Assembly Utilities and Energy Committee
1021 O Street, Suite #4230
Sacramento, CA 95814

RE: AB 2221 (J. Carrillo): Broadband projects: electric power design approval
OPPOSE (As amended on 3/21/24)

Dear Chair Petrie-Norris,

The **City of Needles** must respectfully **oppose** AB 2221 (J. Carrillo), which would establish a series of shot clocks for local publicly owned electric utilities (POUs) to approve or deny a broadband provider's power design application for telecommunications infrastructure on POU utility poles.

Specifically, this bill would create a 45-day shot clock for POUs to approve or deny a completed power design application from a broadband provider, or the application will be deemed approved, and a 10-day shot clock for the POU to determine if the applicant's application is incomplete or not. The bill would also lay out a series of additional shot clocks for the POU to create various things for the broadband provider applicant, such as cost estimates and notices of incompleteness. Lastly, the bill requires the POU to adopt, publish, and make easily accessible to the public, including broadband provider applicants, all rules, requirements, and standards applicable to applications submitted to the electric utility 12 months in advance of the submission of the application.

POUs support and encourage the development and deployment of broadband infrastructure on our utility poles and collaborate closely with broadband providers to do so. However, POUs cannot jeopardize the safety of our utility workers or our public utility infrastructure for the sake of expediency. This bill is unnecessary due to sufficient and straightforward timelines and procedures in existing law and would pose significant challenges for POUs to implement if signed into law in its current form. Below, we outline some of the major concerns with this proposal.

The Bill is Unnecessary Due to Existing Law

In 2011, the California Legislature and the Governor passed and signed AB 1027 (Buchanan)¹, which laid out timelines and procedures for POUs to follow for the deployment and permitting of wireline and wireless broadband infrastructure. Section 9511(b)(1) of the bill states that a POU "shall respond to a request for use by a communications service provider of a utility pole or support structure owned or

¹ https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201120120AB1027

controlled by the local publicly owned electric utility within 45 days of the date of receipt of the request, or 60 days if the request is to attach to over 300 poles." Furthermore, section 9511(c) allows a POU to deny an application for use of a utility pole "because of insufficient capacity or safety, reliability, or engineering concerns." AB 2221 would remove the ability of a POU to take these key safety factors into consideration when accelerating the review of a power design application, which puts utility workers and our utility infrastructure at risk. There are already policies and procedures in place that POUs must follow when reviewing applications. The current law that guides POUs' decision-making process is sufficient. The result of this bill would be to introduce safety risks to utility workers and infrastructure that are unwarranted for the sake of expediency.

Deemed Approved Shot Clocks Could Jeopardize Worker Safety

POU application review processes are designed to ensure that the broadband infrastructure deployed on our utility poles is safe and meets the appropriate building codes. In the current version of the bill, if a POU does not approve or deny an application within 45 days, that application is deemed approved. This could create scenarios where broadband infrastructure is deployed on our utility poles incorrectly and does not comply with safety codes. Our utility workers are required to be able to climb our poles to inspect the infrastructure and if equipment is installed incorrectly, it can put those workers at risk of electrocution when they climb the poles.

The safety of our workers and our utility infrastructure is paramount to our operations, and that is why we must be able to review and approve these applications in a way that ensures all the correct criteria are met.

Utility Infrastructure Safety Could Be at Risk

In addition to putting the safety of our utility workers at risk, this bill would also put our utility infrastructure at risk. POUs must ensure that our utility poles can withstand natural disasters, such as wind and rainstorms. If infrastructure is added to our poles without the proper wind shear calculations, it can cause the utility pole to fail. A utility pole failing could lead to an ignition that can cause a wildfire. Given that POUs are subject to California's strict liability standard of inverse condemnation, it is critical to ensure that any infrastructure added to our utility poles is safe and that the utility pole itself can handle the additional weight and in conformance with California Public Utility Commission General Order 95 (GO 95).

While the deployment of broadband is of vital importance, the electric utility industry must also grapple with the changing climate and the ongoing efforts to prevent and mitigate the risks of utility-ignited wildfires. To that end, POUs work closely with our broadband provider partners to deploy this infrastructure to serve our communities, but it must be done in a way that provides for the appropriate safety and engineering review.

The Bill Poses Serious Implementation Challenges

Throughout this bill, there are numerous requirements that are vague and would cause serious challenges to implement if signed into law. For example, as previously mentioned, the bill requires POUs to adopt, publish, and make easily accessible to the public, including broadband provider applicants, all rules, requirements, and standards applicable to applications submitted to the electric utility 12 months in advance of the

submission of the application. If a POU needed to update its ordinances or the building code changed, how could a POU post those 12 months in advance of the application being submitted? Additionally, there are concerns about ambiguities around when an application is considered "submitted" and the shot clock begins.

We also have concerns about the requirement to have a POU determine if an application is complete or incomplete within 10 days. Given that information sometimes must be verified to determine if it is complete, we fear that the 10-day threshold would become the de facto timeline that we would need to follow instead of the 45-day shot clock. This would significantly reduce our time to review and approve these applications. All these questions call into doubt how this would be implemented and if our safety standards could be met.

We appreciate the desire for the quick deployment of broadband infrastructure to connect our communities and help our local businesses thrive. However, we have serious concerns over the implementation of the bill and how it would pose risks to the safety of our workers and infrastructure. For these reasons, **City of Needles opposes** AB 2221. If you have any questions, do not hesitate to contact Rainie Torrance at rtorrance@cityofneedles.com

Sincerely,

Terry Campbell
Board of Public Utilities Board Chair

cc: The Honorable Assemblymember Juan Carrillo
Members, Assembly Utilities and Energy Committee
California Municipal Utilities Association

AMENDED IN ASSEMBLY MARCH 21, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 2221

Introduced by Assembly Member Juan Carrillo

February 7, 2024

~~An act to amend Section 912.2 of the Public Utilities Code, relating to communications. An act to add Chapter 8 (commencing with Section 8395) to Division 4.1 of the Public Utilities Code, relating to communications.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 2221, as amended, Juan Carrillo. ~~California Advanced Services Fund; reports. Broadband projects: electric power design approval.~~

Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities are under the direction of their governing boards. Under existing law, the Legislature finds and declares that given the importance of broadband for public safety, public health, economic growth, education, and job creation, it is in California's best interest for public and private broadband project permits to be processed as quickly and efficiently as possible.

This bill would require an electric utility, defined as an electrical corporation or a local publicly owned electric utility, to adopt, publish, and make easily accessible to the public rules, requirements, and standards applicable to its applications for approval of an electric power design related to the construction and operation of a broadband project, as defined. The bill would require an electric utility to approve or deny a complete application within 45 days, and, if the application is incomplete, would require the electric utility to provide written notice

within 10 days to the applicant that the application is incomplete and would establish a timeline and process by which the application could be made complete, as specified. If an application is approved, the bill would require the electric utility, within 14 days, to provide the applicant with a cost estimate, if applicable, for any necessary work required to accommodate the electric power design described in the application. If the applicant accepts the cost estimate within 45 days, the bill would require the electric utility to complete energization to the broadband project location within 30 days, as specified. The bill would prohibit an application from being subject to any rule, requirement, or standard that has not been published and made easily accessible to the public 12 months before the date of the application's submittal to an electric utility for review.

Under existing law, a violation of any order, decision, rule, direction, demand, or requirement of the commission is a crime.

Because a violation of a commission action implementing this bill's requirements would be a crime, the bill would impose a state-mandated local program.

Additionally, by imposing new duties on local publicly owned electric utilities, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

~~Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including telephone corporations. Existing law requires the commission to develop, implement, and administer the California Advanced Services Fund program to encourage the deployment of high-quality advanced communications services to all Californians that will promote economic growth, job creation, and the substantial social benefits of advanced information and communications technologies, as specified. Existing law requires the commission, on or before April 1, 2023, and biennially thereafter, to conduct a fiscal and performance audit of the implementation and effectiveness of the program to ensure that funds have been expended in accordance with the approved terms of the grant awards and loan agreements and to report its findings to the Legislature.~~

~~This bill would make a nonsubstantive change to that reporting requirement.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

1 SECTION 1. Chapter 8 (commencing with Section 8395) is
2 added to Division 4.1 of the Public Utilities Code, to read:

3
4 CHAPTER 8. BROADBAND PROJECTS

5
6 8395. For purposes of this chapter, the following definitions
7 apply:

8 (a) "Application" means a written request, application, or other
9 document submitted by a broadband provider to an electrical
10 corporation or local publicly owned electric utility for approval
11 of an electric power design related to the construction and
12 operation of a broadband project.

13 (b) "Broadband project" means a proposed broadband facility,
14 including the support structure and any supporting equipment
15 necessary for operation of the proposed broadband facility. A
16 broadband project may comprise one or more components,
17 including, but not limited to, a wireless facility, a fiber optic
18 connection, and other supporting equipment, each of which may
19 require a separate permit or authorization.

20 (c) "Days" means calendar days.

21 (d) "Electric utility" means an electrical corporation or a local
22 publicly owned electric utility.

23 (e) "Electrical corporation" has the same meaning as that term
24 is defined in Section 218.

25 (f) "Local publicly owned electric utility" has the same meaning
26 as that term is defined in Section 224.3.

27 (g) "Submittal" means the delivery or proffer of an application
28 to an electrical corporation or a local publicly owned electric
29 utility.

30 8396. (a) An electric utility shall adopt, publish, and make
31 easily accessible to the public, including an applicant, all rules,
32 requirements, and standards applicable to applications submitted
33 to the electric utility. An application shall not be subject to any

1 rule, requirement, or standard that has not been published and
2 made easily accessible to the public 12 months before the date of
3 the application's submittal to an electric utility for review.

4 (b) (1) (A) An electric utility shall approve or deny a complete
5 application within 45 days of the date of the application's
6 submittal, consistent with subdivision (d). An application that is
7 not approved or denied within that time period shall be deemed
8 approved as a matter of law.

9 (B) All timelines established by this section, including in
10 subparagraph (A), may be extended or otherwise modified upon
11 written, mutual agreement of the electric utility and the applicant.

12 (2) If an application is denied, the denial shall be in writing
13 and include the reason for the denial and how the application
14 could be revised in order to be subsequently approved.

15 (c) (1) If an application is approved, within 14 days of that
16 approval, the electric utility shall provide the applicant with a cost
17 estimate, if applicable, based on actual cost, for any necessary
18 work required to accommodate the electric power design described
19 in the application. The applicant shall accept or reject the cost
20 estimate within 45 days.

21 (2) Following acceptance of the cost estimate, the electric utility
22 shall complete energization to the broadband project location
23 within 30 days of receiving notice of the applicant's completion
24 of all required construction, inspections, or other approvals
25 required by the electric utility or other authority.

26 (d) (1) If an electric utility cannot approve or deny an
27 application within the timeframe established in subdivision (b)
28 because the application is incomplete, the electric utility shall
29 provide written notice to the applicant that the application is
30 incomplete within 10 days of the application's submittal. An
31 applicant shall have 30 days from the date of the written notice of
32 incompleteness to correct and resubmit the application. The
33 resubmitted application shall not be subject to any additional
34 application or processing fees. If the applicant does not submit a
35 corrected application within 30 days from the date of the written
36 notice of incompleteness, the application shall be canceled.

37 (2) A written notice of incompleteness shall specify every item
38 and any information missing from the application and shall cite
39 the specific published rule, requirement, or standard that states

1 that the missing item or information is required to make the
2 application complete.

3 (3) If an electric utility deems an application incomplete and
4 complies with the requirements of paragraphs (1) and (2), the time
5 period specified in subdivision (b) shall be tolled beginning on the
6 date the electric utility issues the written notice of incompleteness.

7 (4) On the date of an applicant's submittal of the requested
8 supplemental item or information described in the written notice
9 of incompleteness, the time period specified in subdivision (b) shall
10 resume.

11 (5) If an electric utility does not provide written notice to an
12 applicant that its application is incomplete within the 10-day period
13 established in paragraph (1), the time period for approving or
14 denying the application shall not be tolled.

15 (6) Upon submittal of a corrected application, the electric utility
16 may issue subsequent written notices of incompleteness if the
17 application remains incomplete. Subsequent notices shall identify
18 which of the previously requested items or information remain
19 missing from the application. A subsequent written notice of
20 incompleteness shall not include new items or information outside
21 the scope of the original written notice of incompleteness.

22 (e) If an electric utility is unable to process a complete
23 application within the applicable time period pursuant to
24 subdivision (b), the electric utility shall provide written notice to
25 the applicant upon the application's submittal and propose a plan
26 for complying with the applicable time period. If the electric utility
27 is limited in its ability to process an application because of its
28 limited resources, the electric utility shall work with the applicant,
29 in good faith, to resolve the resource limitations, which may
30 include, but is not limited to, the applicant's provision of
31 supplemental resources.

32 SEC. 2. No reimbursement is required by this act pursuant to
33 Section 6 of Article XIII B of the California Constitution because
34 a local agency or school district has the authority to levy service
35 charges, fees, or assessments sufficient to pay for the program or
36 level of service mandated by this act or because costs that may be
37 incurred by a local agency or school district will be incurred
38 because this act creates a new crime or infraction, eliminates a
39 crime or infraction, or changes the penalty for a crime or
40 infraction, within the meaning of Section 17556 of the Government

1 *Code, or changes the definition of a crime within the meaning of*
2 *Section 6 of Article XIII B of the California Constitution.*

3 ~~SECTION 1. Section 912.2 of the Public Utilities Code is~~
4 ~~amended to read:~~

5 ~~912.2. On or before April 1, 2023, and biennially thereafter,~~
6 ~~the commission shall conduct a fiscal and performance audit of~~
7 ~~the implementation and effectiveness of the California Advanced~~
8 ~~Services Fund to ensure that funds have been expended in~~
9 ~~accordance with the approved terms of the grant awards and loan~~
10 ~~agreements pursuant to Section 281 or 281.2 and shall report its~~
11 ~~findings to the Legislature. The reports shall include an update to~~
12 ~~the maps in the final report of the California Broadband Task Force~~
13 ~~and data on the types and numbers of jobs created as a result of~~
14 ~~the program administered by the commission pursuant to Section~~
15 ~~281 or 281.2 and shall include the information specified in Section~~
16 ~~914.7.~~



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

Meeting Date: April 2, 2024

Title: Western Area Power Administration (WAPA) Group Power Term Purchase
FY 25 Q1

Background: WAPA and City Staff have been monitoring the Needles load demands, anticipated weather conditions and market prices to determine the best time to transact.

On March 7, 2024 staff transacted for FY 25 Q1 July through September on and off-peak. There was savings on this term purchase from the prior year in the amount of \$1,387,887 from the prior year same term and the percentage to spot markets remains within the 10% margin.

The original request from WAPA for this term was \$2,324,913 which included premiums for the RFP. The savings of \$417,855 will be utilized towards FY 25 Q2 October – December term purchase.

TO BE WITHIN ~10% OF LOAD

MONTH	OFF PEAK	ON PEAK	TOTAL
Jul-24	\$230,994.00	\$508,248.00	\$739,242.00
Aug-24	\$208,416.00	\$541,728.00	\$750,144.00
Sep-24	\$144,648.00	\$273,024.00	\$417,672.00
Total			
>>	\$584,058.00	\$1,323,000.00	\$1,907,058.00

ACTUAL PURCHASE PRICE

MONTH	OFF PEAK	ON PEAK
Jul-24	\$ 78.25	\$ 135.75
Aug-24	\$ 83.50	\$ 156.75
Sep-24	\$ 71.75	\$ 118.50

Fiscal Impact: The term purchase cost will be applied to the power purchase account for FY25.

Environmental Impact: N/A

Recommended Action: Information Only

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez

Date: 3/27/2024

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

328	Off-pk Hrs:																									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL
8 Mon	1-Jul																									216
8 Tue	2-Jul																									216
8 Wed	3-Jul																									216
24 HOL	4-Jul																									216
8 Fri	5-Jul																									216
8 Sat	6-Jul																									216
24 Sun	7-Jul																									216
8 Mon	8-Jul																									216
8 Tue	9-Jul																									216
8 Wed	10-Jul																									216
8 Thu	11-Jul																									216
8 Fri	12-Jul																									216
8 Sat	13-Jul																									216
24 Sun	14-Jul																									216
8 Mon	15-Jul																									216
8 Tue	16-Jul																									216
8 Wed	17-Jul																									216
8 Thu	18-Jul																									216
8 Fri	19-Jul																									216
8 Sat	20-Jul																									216
24 Sun	21-Jul																									216
8 Mon	22-Jul																									216
8 Tue	23-Jul																									216
8 Wed	24-Jul																									216
8 Thu	25-Jul																									216
8 Fri	26-Jul																									216
8 Sat	27-Jul																									216
24 Sun	28-Jul																									216
8 Mon	29-Jul																									216
8 Tue	30-Jul																									216
8 Wed	31-Jul																									216
328		276	276	276	276	276	276	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	276	276	2852

Total MWh Schedule:

Off-Peak:	2952	\$78.25	\$230,994.00
On-Peak:	3744	\$135.75	\$508,248.00
Total MWh Allocation:	6696	\$110.40	\$739,242.00

Off-px Hrs:	328	DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL
8 Mon		1-Jul	1	-1	0	0	1	3	2	4	2	1	0	-1	-2	-3	-3	-3	-3	-3	-1	0	0	1	-2	-1	-7
8 Tue		2-Jul	1	0	1	1	1	3	2	4	3	2	0	-1	-2	-4	-3	-4	-4	-4	-1	0	-1	1	-2	-1	-7
8 Wed		3-Jul	1	0	0	1	1	3	2	4	3	1	0	-1	-2	-4	-3	-4	-4	-4	-1	0	0	1	-2	-1	-9
24 HOL		4-Jul	1	-1	0	0	1	3	1	-1	-3	-4	-5	-7	-8	-8	-9	-9	-8	-8	-6	-5	-4	-3	-3	-2	-89
8 Fri		5-Jul	0	-1	-1	0	0	2	1	3	2	0	-1	-3	-4	-5	-5	-6	-6	-5	-3	-2	-2	-2	-4	-3	-44
8 Sat		6-Jul	-1	-2	-2	-1	-1	1	0	2	1	-1	-2	-4	-4	-5	-5	-6	-6	-6	-4	-3	-3	-2	-5	-4	-64
24 Sun		7-Jul	-2	-3	-3	-2	-1	1	-1	-2	-4	-6	-7	-8	-9	-10	-10	-10	-9	-9	-7	-6	-5	-5	-5	-4	-127
8 Mon		8-Jul	-2	-3	-2	-2	-1	1	0	2	0	-1	-2	-3	-4	-5	-5	-5	-5	-5	-3	-2	-2	-2	-1	-4	-57
8 Tue		9-Jul	-1	-2	-2	-1	-1	2	0	3	1	0	-1	-2	-3	-4	-4	-4	-4	-4	-2	-1	-2	-1	-4	-3	-39
8 Wed		10-Jul	0	-2	-1	-1	0	2	2	3	1	0	-1	-2	-3	-4	-4	-5	-5	-4	-2	-1	-1	-1	-4	-2	-35
8 Thu		11-Jul	0	-2	-1	-1	0	2	2	2	1	0	-1	-2	-3	-4	-4	-4	-5	-5	-2	-1	-1	0	-3	-2	-36
8 Fri		12-Jul	0	-2	-1	-1	1	2	2	2	1	0	-1	-2	-3	-4	-4	-5	-5	-5	-2	-2	-2	-1	-4	-3	-39
8 Sat		13-Jul	-1	-2	-2	-1	-1	1	0	2	1	-1	-2	-3	-4	-5	-5	-5	-5	-5	-3	-1	-2	-1	-4	-3	-50
24 Sun		14-Jul	-1	-3	-2	-1	-1	1	0	0	-3	-5	-6	-7	-8	-9	-9	-10	-9	-8	-6	-6	-5	-4	-4	-3	-108
8 Mon		15-Jul	-1	-3	-2	-1	-1	1	2	3	2	1	0	-1	-2	-3	-4	-4	-4	-3	0	0	0	1	-2	-1	-25
8 Tue		16-Jul	0	-1	-1	0	0	2	2	3	2	1	0	-1	-2	-3	-4	-4	-4	-4	-1	0	0	1	-2	-2	-20
8 Wed		17-Jul	0	-1	-1	-1	0	2	2	3	1	0	-1	-2	-3	-4	-4	-4	-4	-4	0	0	0	1	-3	-2	-23
8 Thu		18-Jul	0	-1	-1	-1	0	2	2	3	2	1	-1	-2	-3	-4	-4	-4	-4	-4	-2	-1	-1	0	-3	-2	-28
8 Fri		19-Jul	0	-2	-1	-1	0	2	2	3	2	0	-1	-2	-3	-4	-4	-4	-4	-4	-2	-1	-1	0	-3	-2	-34
8 Sat		20-Jul	0	-2	-1	-1	0	2	1	3	2	1	0	0	-1	-1	-2	-2	-2	-2	0	0	0	1	-2	-1	-8
24 Sun		21-Jul	1	-1	0	0	0	2	1	1	-3	-4	-5	-5	-6	-7	-7	-8	-6	-6	-4	-3	-2	-1	-1	-1	-65
8 Mon		22-Jul	1	0	0	0	0	2	2	4	3	2	1	0	-1	-2	-3	-3	-3	-2	1	2	1	2	-1	0	6
8 Tue		23-Jul	2	0	1	1	1	3	3	4	3	2	0	-1	-2	-3	-3	-3	-3	-2	1	2	1	2	-1	0	7
8 Wed		24-Jul	2	0	0	1	1	3	3	4	3	2	1	-1	-2	-3	-4	-4	-4	-3	-1	0	0	1	-2	-1	-2
8 Thu		25-Jul	1	-1	0	0	0	2	2	3	2	1	0	-2	-3	-3	-4	-4	-4	-5	-3	-1	1	0	-2	-1	-14
8 Fri		26-Jul	0	-1	-1	-1	0	2	2	4	3	1	0	-1	-2	-3	-3	-4	-3	-3	0	0	0	1	-2	-2	-13
8 Sat		27-Jul	0	-1	-1	0	0	2	2	4	3	2	1	0	-1	-2	-2	-2	-2	-2	-1	0	0	0	-2	-2	-6
24 Sun		28-Jul	0	-1	-1	0	0	2	1	1	-2	-4	-5	-6	-7	-7	-8	-8	-7	-6	-3	-3	-2	-1	-1	0	-69
8 Mon		29-Jul	2	0	1	1	1	3	3	4	3	2	0	-1	-2	-3	-4	-4	-4	-3	-1	0	0	1	-2	-1	-2
8 Tue		30-Jul	1	0	0	1	1	3	3	4	2	1	0	-2	-3	-4	-4	-4	-4	-4	-1	0	0	1	-2	-1	-15
8 Wed		31-Jul	1	-1	0	0	0	2	3	4	2	1	-1	-2	-3	-4	-4	-4	-5	-4	-2	-1	-1	0	-3	-2	-21
328			4	-40	-24	-9	1	64	1	-1	-16	-22	-28	-33	-37	-40	-43	-45	-40	-37	-27	-22	-19	-14	-85	-57	-571
Total MVWh Schedule:																											-1045

Off-Peak:

-571

On-Peak:

-473

Total MVWh Allocation:

-9.67%

10803

-9.67%

Off-pk Hrs:	312	DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL
8 Thu		1-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Fri		2-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Sat		3-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
24 Sun		4-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Mon		5-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Tue		6-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Wed		7-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Thu		8-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Fri		9-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Sat		10-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
24 Sun		11-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Mon		12-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Tue		13-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Wed		14-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Thu		15-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Fri		16-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Sat		17-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
24 Sun		18-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Mon		19-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Tue		20-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Wed		21-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Thu		22-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Fri		23-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Sat		24-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
24 Sun		25-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Mon		26-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Tue		27-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Wed		28-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Thu		29-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Fri		30-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
8 Sat		31-Aug	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	192
			248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	248	2496
312			Total MWh Schedule:																								5952

Off-Peak: \$83.50 \$208,416.00
 On-Peak: \$156.75 \$541,728.00
 Total MWh Allocation: \$126.03 \$750,144.00

NEEDLES DELTA

31

744 Aug-24

Hrs:

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL
1-Aug	-1	-2	-2	-1	-1	1	2	3	2	1	0	-1	-1	-2	-2	-3	-3	-3	0	0	0	0	-3	-2	-16
2-Aug	0	-1	-1	-1	0	1	2	3	2	0	-1	-2	-3	-3	-4	-4	-4	-4	-2	-1	-1	0	-3	-2	-30
3-Aug	0	-2	-1	-1	-1	2	2	0	2	0	-3	-5	-6	-7	-5	-5	-5	-5	-3	-1	-2	-1	-3	-2	-54
4-Aug	0	-2	-1	-1	0	2	2	-1	-4	-5	-6	-7	-8	-8	-9	-9	-8	-8	-6	-5	-4	-3	-3	-2	-98
5-Aug	0	-2	-2	-1	-1	1	1	2	1	0	-1	-2	-2	-3	-4	-4	-4	-4	-1	-1	-1	0	-3	-2	-33
6-Aug	0	-2	-1	-1	-1	1	1	2	1	0	-1	-3	-3	-4	-4	-4	-4	-3	0	1	1	2	-2	-1	-25
7-Aug	1	-1	0	0	0	2	2	4	2	1	0	-1	-2	-3	-3	-4	-3	-3	0	0	0	1	-2	-2	-11
8-Aug	0	-1	-1	-1	-1	1	2	3	2	1	-1	-2	-3	-4	-4	-5	-5	-3	-1	0	-1	0	-3	-2	-28
9-Aug	0	-2	-1	-1	-1	1	1	2	1	0	-1	-3	-4	-4	-4	-5	-5	-4	-1	-1	-1	0	-3	-3	-38
10-Aug	-1	-2	-2	-1	-1	1	1	0	2	1	-3	-5	-6	-7	-7	-5	-5	-4	-2	-1	-2	-1	-4	-3	-56
11-Aug	-1	-3	-2	-2	-1	1	1	-2	-4	-6	-7	-8	-9	-9	-10	-9	-9	-7	-5	-4	-4	-3	-3	-2	-105
12-Aug	-1	-2	-2	-2	-1	0	1	2	1	0	-1	-2	-3	-4	-4	-4	-4	-4	-2	-1	-1	0	-3	-3	-41
13-Aug	-1	-2	-2	-2	-2	0	1	1	0	-1	-2	-3	-4	-4	-5	-5	-5	-4	-1	3	4	1	-3	-2	-36
14-Aug	0	-2	-1	-1	-1	1	2	3	2	1	-1	-2	-2	-3	-3	-4	-3	-2	0	1	0	1	-2	-1	-17
15-Aug	0	-1	-1	0	0	2	2	3	2	1	0	-1	-1	-2	-3	-3	-3	-2	0	1	1	1	-2	-1	-6
16-Aug	1	-1	-1	0	0	2	2	3	2	1	0	-1	-1	-2	-2	-3	-3	-2	0	1	0	1	-2	-2	-8
17-Aug	0	-1	-1	-1	0	2	2	0	2	1	-2	-3	-4	-5	-4	-3	-3	-3	0	0	0	1	-3	-2	-28
18-Aug	0	-2	-2	-1	-1	1	2	-1	-3	-4	-5	-6	-6	-7	-7	-7	-7	-6	-4	-3	-3	-2	-2	0	-75
19-Aug	1	0	0	1	1	3	3	4	3	2	1	0	-1	-2	-2	-3	-3	-2	0	1	0	1	-2	-1	4
20-Aug	1	-1	0	0	0	2	2	3	2	1	-1	-2	-3	-4	-4	-5	-5	-4	-2	-1	-1	0	-3	-2	-25
21-Aug	0	-1	-1	0	0	2	2	3	2	1	-1	-2	-3	-4	-5	-5	-5	-4	-2	-1	-1	1	-2	-1	-27
22-Aug	1	-1	-1	0	0	2	2	4	3	1	0	-1	-3	-3	-4	-4	-4	-4	-1	-1	-1	0	-3	-2	-20
23-Aug	0	-2	-1	-1	0	2	2	3	2	1	-1	-2	-3	-4	-5	-4	-3	-3	-1	-1	-1	0	-3	-2	-27
24-Aug	0	-2	-1	-1	-1	2	2	0	2	0	-3	-5	-6	-7	-6	-4	-4	-4	-2	-1	-1	0	-4	-3	-32
25-Aug	-1	-2	-2	-2	-2	1	1	-2	-4	-5	-6	-7	-8	-9	-9	-9	-8	-8	-5	-4	-3	-2	-2	-1	-100
26-Aug	0	-1	-1	-1	-1	1	2	3	1	0	-1	-2	-3	-4	-4	-4	-4	-3	-1	0	0	1	-2	-2	-26
27-Aug	0	-1	-1	-1	-1	1	2	3	2	1	0	-3	-3	-3	-4	-4	-4	-3	0	1	1	2	-1	0	-16
28-Aug	1	0	0	0	1	2	3	4	3	2	1	-1	-1	-2	-2	-3	-3	-3	0	1	1	1	-1	-1	2
29-Aug	1	-1	0	0	0	2	2	3	2	1	0	-3	-3	-4	-4	-4	-4	-4	-2	-1	-1	0	-3	-2	-23
30-Aug	0	-1	-1	-1	0	1	2	3	1	0	-1	-3	-3	-4	-5	-5	-5	-5	-2	-1	-1	-1	-3	-2	-40
31-Aug	-1	-2	-1	-1	0	2	2	0	2	1	-3	-5	-7	-8	-7	-6	-6	-6	-3	-2	-2	-1	-4	-3	-63
	0	-47	-34	-24	-16	45	6	-6	-15	-19	-24	-28	-31	-33	-35	-35	-31	-29	-20	-16	-13	-10	-82	-56	-551

Total MWh Schedule: -1118

Off-Peak: -551

On-Peak: -567

Total MWh Allocation: -11.03%

-11.03%

10132
-11.03%

NEEDLES TERM

Off-peak Hrs:	335	DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL	
	24 Sun	1-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144	
	24 HOL	2-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144	
	8 Tue	3-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144	
	8 Wed	4-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144	
	8 Thu	5-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Fri	6-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Sat	7-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	24 Sun	8-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Mon	9-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Tue	10-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Wed	11-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Thu	12-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Fri	13-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Sat	14-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	24 Sun	15-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Mon	16-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Tue	17-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Wed	18-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Thu	19-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Fri	20-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Sat	21-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	24 Sun	22-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Mon	23-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Tue	24-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Wed	25-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Thu	26-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Fri	27-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	8 Sat	28-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
	24 Sun	29-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144
8 Mon	30-Sep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	144	
336			180	180	180	180	180	180	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	180	180	2016	

Total MWh Schedule:

Off-Peak:	2016	\$71.75	\$144,648.00
On-Peak:	2304	\$118.50	\$273,024.00
Total MWh Allocation:	4320	\$96.68	\$417,672.00

Off-peak Hrs:	336	DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL
24 Sun	336	1-Sep	-3	-4	-4	-3	-3	-1	-1	-3	-5	-7	-9	-7	-8	-8	-10	-11	-10	-9	-5	-2	-2	-5	-6	-5	-132
24 HOL		2-Sep	-3	-4	-4	-3	-3	-1	-1	-3	-5	-5	-8	-6	-7	-7	-9	-10	-8	-8	-4	-3	-3	-5	-4	-3	-117
8 Tue		3-Sep	-2	-3	-3	-2	-2	0	0	-1	0	-1	-2	-3	-4	-4	-5	-5	-5	-4	-2	-1	-1	0	-1	-2	-52
8 Wed		4-Sep	-1	-2	-2	-2	-2	0	0	0	1	0	-1	-2	-3	-3	-4	-4	-4	-3	-1	0	-1	0	-2	-2	-37
8 Thu		5-Sep	-1	-2	-2	-2	-2	0	1	0	1	0	-1	-2	-3	-3	-4	-4	-4	-4	-1	-1	-1	0	-2	-2	-37
8 Fri		6-Sep	-1	-2	-2	-2	-2	-1	0	1	1	1	-1	-2	-2	-3	-3	-3	-3	-3	-1	0	0	0	-2	-2	-29
8 Sat		7-Sep	-1	-2	-2	-2	-2	-1	-1	-1	1	0	-1	-3	-4	-5	-4	-4	-4	-3	-1	0	0	0	-2	-2	-42
24 Sun		8-Sep	-1	-2	-2	-2	-2	-1	1	0	-2	-4	-5	-6	-4	-5	-5	-8	-6	-5	-2	-1	-1	-3	-3	-2	-73
8 Mon		9-Sep	-1	-2	-2	-2	-1	-1	1	0	1	1	-1	-2	-3	-4	-4	-4	-4	-4	-1	0	-1	0	-2	-2	-34
8 Tue		10-Sep	0	-2	-2	-2	-1	-1	1	0	2	1	-1	-2	-3	-4	-4	-4	-4	-3	0	0	0	1	-1	-1	-30
8 Wed		11-Sep	0	-1	-1	-1	-1	1	1	0	3	2	1	-1	-2	-3	-3	-3	-3	-3	0	0	0	1	-1	-1	-15
8 Thu		12-Sep	1	-1	-1	-1	0	2	1	0	3	2	0	-1	-2	-4	-4	-4	-4	-4	-1	0	0	1	-1	-1	-21
8 Fri		13-Sep	0	-1	-1	-1	-1	1	1	0	2	1	0	-1	-2	-3	-3	-3	-3	0	0	0	0	1	-2	-2	-18
8 Sat		14-Sep	0	-1	-1	-1	-1	1	0	-1	1	0	-2	-4	-5	-6	-5	-4	-4	-4	-1	0	0	0	-2	-2	-40
24 Sun		15-Sep	0	-1	-1	-1	-1	1	1	-1	-3	-4	-5	-3	-4	-4	-5	-7	-4	-4	-1	0	0	0	-2	-2	-50
8 Mon		16-Sep	1	-1	-1	0	0	2	1	0	2	2	0	-1	-2	-3	-3	-3	-3	0	1	1	1	2	-1	-1	-9
8 Tue		17-Sep	1	-1	-1	0	0	1	1	0	2	1	0	-1	-2	-3	-3	-3	-3	-2	1	1	0	1	-2	-1	-12
8 Wed		18-Sep	1	-1	-1	-1	-1	1	1	0	2	1	0	-1	-2	-3	-3	-4	-4	-3	0	0	0	1	-2	-1	-20
8 Thu		19-Sep	1	-1	-1	-1	-1	1	1	0	2	1	0	-1	-3	-3	-4	-4	-4	-3	-1	0	0	1	-2	-1	-24
8 Fri		20-Sep	0	-1	-1	-1	-1	1	1	0	2	1	0	-1	-3	-4	-4	-4	-4	-4	-1	0	0	0	-3	-2	-29
8 Sat		21-Sep	0	-2	-1	-1	-1	1	-1	-1	1	0	-1	-3	-4	-5	-4	-4	-3	-3	-1	0	0	1	-2	-2	-36
24 Sun		22-Sep	0	-1	-1	-1	0	2	1	-1	-3	-4	-5	-3	-4	-3	-5	-6	-4	-4	0	1	1	-2	-2	-1	-45
8 Mon		23-Sep	1	-1	-1	-1	-1	1	1	0	2	1	1	0	-1	-2	-2	-3	-3	-2	0	1	1	2	-1	-1	-7
8 Tue		24-Sep	1	-1	-1	0	0	1	1	0	2	1	0	-1	-1	-2	-3	-3	-3	-2	0	1	1	2	-2	-1	-9
8 Wed		25-Sep	1	-1	-1	0	0	2	1	1	3	2	1	0	-1	-2	-2	-3	-3	-2	1	1	1	2	-1	-1	-1
8 Thu		26-Sep	1	-1	-1	0	0	1	0	0	2	1	0	-1	-1	-2	-2	-2	-2	-2	1	2	1	2	-1	-1	-6
8 Fri		27-Sep	0	-2	-1	-1	-1	1	0	-1	0	-1	-2	-3	-4	-5	-5	-5	-5	-4	-1	1	0	1	-2	-2	-42
8 Sat		28-Sep	1	-1	0	0	0	2	1	0	2	2	0	-2	-3	-4	-4	-4	-3	-3	0	0	0	1	-2	-1	-18
24 Sun		29-Sep	1	-1	0	0	0	2	2	0	-2	-2	-3	-1	-2	-2	-4	-6	-4	-3	0	1	1	-2	-2	-1	-29
8 Mon		30-Sep	0	-1	-1	0	0	2	0	0	2	1	0	-1	-2	-2	-2	-1	-1	-1	2	2	2	3	-1	0	-1
336			-3	-47	-39	-31	-27	31	1	-9	-21	-28	-35	-24	-31	-30	-39	-48	-35	-33	-11	-4	-4	-18	-59	-48	-592
Total MWh Schedule:																											-1015

Off-Peak:

-592

On-Peak:

-422

Total MWh Allocation:

-12.24%

8293

-12.24%



City of Needles

817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor, Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: March 1, 2024

1. Experience the thrill of sports tourism as the City of Needles hosts three dynamic tournaments this weekend, offering an electrifying spectacle for participants and spectators alike.

1. **Colorado River Baseball Invitational**

- **Teams:** Five (5)
- **Venues:** Needles High School, River Valley High School, Mohave High School
- **Date:** February 29, 2024- March 2, 2024 (refer to attached schedule)

2. **17th Annual Needles Spring Classic Youth Basketball**

- **Teams:** Twenty-six (26)
- **Venues:** Needles High School, Needles Rec Center, and FMIT Wellness Center
- **Date:** March 2, 2024-March 3, 2024 (refer to attached schedule)

3. **Colorado River Invitational Softball Tournament**

- **Teams:** Sixteen (16)
- **Venues:** Nikki Bunch/Franz Flowers Ball Fields
- **Date:** February 29, 2024- March 2, 2024 (refer to attached schedule)

Join in celebrating the essence of sportsmanship and community spirit. The community's support undoubtedly contributes to the success of these events and add to the electric atmosphere that defines the City of Needles.

2. In July last year, City Staff presented comprehensive audit results on Needles Aquatic facilities to the City Council, outlining recommendations and estimating costs at \$5 million. Currently, City Staff is actively securing grant financing for essential long-term upgrades.

On February 13, 2024, the City Council allocated \$15,000 for immediate enhancements to improve the main pool, slide, and deck (refer to attached photos for a status update). These upgrades are scheduled for completion in preparation for the opening of the Needles Aquatics Center on June 1, 2024. Residents can enjoy lap swimming, water aerobics, swim lessons, and open swimming at the Needles Aquatics Center. The Needles Aquatics Center is located at 1101 Civic Center Dr, Needles, CA 92363. For the pool schedule and pricing, visit the City of Needles [website](#).

3. In February of last year, the City Council approved the installation of two new streetlights on the East Side of Clary Drive. We are delighted to inform you that these installations have been completed. To report any streetlight outages, kindly contact the City of Needles billing office at 760-326-2115, press #9, or use the user-friendly Needles Connect app, available for download on Android and Apple devices. Visual reference is provided in the attached image.
4. Nikki Bunch, a distinguished member of the Needles High School Class, made significant contributions to both city and school athletic programs. The community was profoundly impacted by the untimely loss of Nikki Bunch in 1974. In a celebratory and heartfelt tribute to her memory, the City, in collaboration with the community and her family, erected and dedicated the softball fields in her honor. A commemorative plaque at Nikki Bunch Field now stands as a testament to her enduring impact and our community's spirit of unity. Visual reference is provided in the attached image.
5. On February 29, 2024, City Officials and Staff enthusiastically attended the grand reopening of First Institute Training and Management Inc. The organization offers out-of-school Workforce Development programs to prepare young adults (ages 16-24) for employment. Through various skill development initiatives, the program aids young adults in overcoming barriers to education and employment by addressing individual needs and goals. First Institute Training and Management Inc. is conveniently located at 305 D Street, Needles, CA 92363. Please visit their [website](#) or refer to the attached flyer for additional details.
6. Congratulations to the Needles High School boys' and girls' basketball teams for their impressive victory in securing the NIAA 2A State Championships last Friday. The City Council will honor both teams at the March 12, 2024, meeting. A triumphant victory parade welcomed the State Champions back home after their success. Attached are photos capturing the highlights of this remarkable achievement and celebration.
7. On February 24, 2024, the Needles Chamber of Commerce flawlessly orchestrated its second annual Lucky Greens Golf Tournament, set against the stunning backdrop of the City of Needles Rivers Edge Golf Course. The event owed its success to the generous sponsorship of Tri-State Community Healthcare, Tri-State Wifi, Teamsters Local 1932, and Billet Health. A total of 14 competitive teams contended for victory, culminating in the triumph of Zarek Phillips' Team – a standout collective featuring a City of Needles employee and former NIAA State

Champ – securing the coveted top prize with an impressive aggregate score of 56.80.

For those considering hosting a golf tournament at the esteemed Rivers Edge Golf Course, please get in touch with JJ DeLeon at 760-326-3931. To catch a glimpse of the triumph and camaraderie that characterized this successful event, we invite you to explore the attached photo.

8. The California City Managers Foundation (CCMF) humbly works to nurture excellence in city management across California's 480+ incorporated cities and towns. Dedicated to its mission, CCMF actively assists current city managers by offering education, training, and a platform to celebrate their accomplishments and the broader profession. Through its Profiles in Management series, the organization shares the experiences and insights of city managers from diverse corners of the state.

In the most recent edition of the series, the City of Needles City Manager had the privilege of being interviewed. For those interested in exploring this spotlight, follow this [link](#) or refer to the attached document.

1. COMMUNITY TOURNAMENTS

Colorado River Baseball Invitational

Feb. 29th, March 1, 2 2024



ALL GAMES CA TIME	Field 1 – Needles High School		Field 2 – River Valley High School		Field 3 – Mohave High School
Thursday 2-29-24				Wed 2-29-24	
8:00 AM	HOLTVILLE vs NEEDLES			6:00 PM	HOLTVILLE vs MOHAVE
10:30 AM	HOLTVILLE vs SPRING CREEK				
1:00 PM	PAHRUMP vs SOUTHWEST	10:30 AM	KINGMAN ACADAMY vs PAHRUMP	10:00 AM	MOHAVE vs CENTRAL
3:30 PM	NEEDLES vs SOUTHWEST	1:00 PM	RIVER VALLEY vs CENTRAL	12:30 PM	WENDOVER vs WILLIAMS
		3:30 PM	SPRING CREEK vs KINGMAN ACADAMY	3:00 PM	WILLIAMS vs LOWRY
		6:00PM	WENDOVER vs RIVER VALLEY	5:30 PM	LOWRY vs MOHAVE
Friday 3-1-24					
8:00 AM	River Valley (JV) vs Needles (JV)			10:30 AM	LOWRY vs WENDOVER
10:30 AM	HOLTVILLE vs WILLIAMS	10:00 AM	SOUTHWEST vs KIGMAN ACADAMY	1:00 PM	KINGMAN ACADAMY vs WENDOVER
1:00 PM	NEEDLES vs HOLTVILLE	1:00 PM	CENTRAL vs SPRING CREEK	3:30 PM	SOUTHWEST vs PAHRUMP
3:30 PM	SPRING CREEK vs WILLIAMS	3:30 PM	LOWRY vs RIVER VALLEY	6:00 PM	CENTRAL vs MOHAVE
		6:15 PM	PAHRUMP vs RIVER VALLEY		
Saturday 3-2-24					
8:00 AM	LOWRY vs NEEDLES	8:00 AM	PAHRUMP vs CENTRAL	8:00 AM	MOHAVE vs SPRING CREEK
10:30 AM	CENTRAL vs NEEDLES	10:30 AM	SOUTHWEST vs RIVER VALLEY	10:30 AM	KINGMAN ACADAMY vs WILLIAMS

Colorado River Invitational Softball Tournament 2024

Bracket Play 6 Innings				Championship 7 Innings			
POOL A		POOL B		POOL C		POOL D	
Faith Lutheran		Aquinas		Coachella		Boulder City	
Palo Verde Blythe		Doral		Legacy		Cimmaron Memorial	
Tolleson		Fernley		Lowry		Holbrook	
Williams		Sierra Vista		Needles		Yuma Catholic	
Friday 1st Round							
B#1							
NB 1:30 PM G1							
Sat	G#4	Sat					
11:00AM NB G13		9:30AM NB					
	R#2	Game 9					
	NB 6:00 PM G7						
	Y#3						
	Y#2						
	FF 6:00 PM G8						
Sat	R#3	Sat					
11:00AM FF G14		9:30AM FF					
	G#1	Game 10					
	FF 1:30PM G2						
	B#4						
	R#1						
	NB 4:30PM G5						
Sat	Y#4	Sat					
12:30PM NB G15		8:00AM NB					
	B#2	Game 11					
	NB 3:00PM G3						
	G#3						
	G#2						
	FF 3:00PM G4						
Sat	B#3	Sat					
12:30PM FF G16		8:00AM FF					
	Y#1	Game 12					
	FF 4:30PM G6						
	R#4						
				2:00PM NB			
				Game 17			
				</			

2024 Needles Spring Classic
Tournament Gym Schedule

SATURDAY

Needles Recreation Center		Needles High School		Wellness Center	
8:00 AM	3/4 B #2	8:00 AM	7/8 B #1	8:00 AM	3/4 B #1
9:00 AM	5/6 B #1	9:00 AM	7/8 G #1	9:00 AM	3/4 G #1
10:00 AM	5/6 G #2	10:00 AM	7/8 B #2	10:00 AM	5/6 G #1
11:00 AM		11:00 AM	7/8 B #3	11:00 AM	5/6 B #2
12:00 PM	3/4 G #2	12:00 PM	7/8 G #2	12:00 PM	3/4 B #3
1:00 PM		1:00 PM	7/8 B #4	1:00 PM	5/6 G #3
2:00 PM	5/6 B #3	2:00 PM	7/8 B #5	2:00 PM	3/4 B #5
3:00 PM	3/4 B #4	3:00 PM	7/8 G #3		
4:00 PM	3/4 G #3	4:00 PM	7/8 B #6		
5:00 PM	5/6 B #4	5:00 PM	7/8 B #7		
6:00 PM	5/6 G #4	6:00 PM	7/8 B #8		
7:00 PM	3/4 G #4	7:00 PM	7/8 B #9		
8:00 PM	3/4 B #6	8:00 PM	7/8 G #4		
9:00 PM	5/6 B #5	9:00 PM	7/8 B #10		

SUNDAY

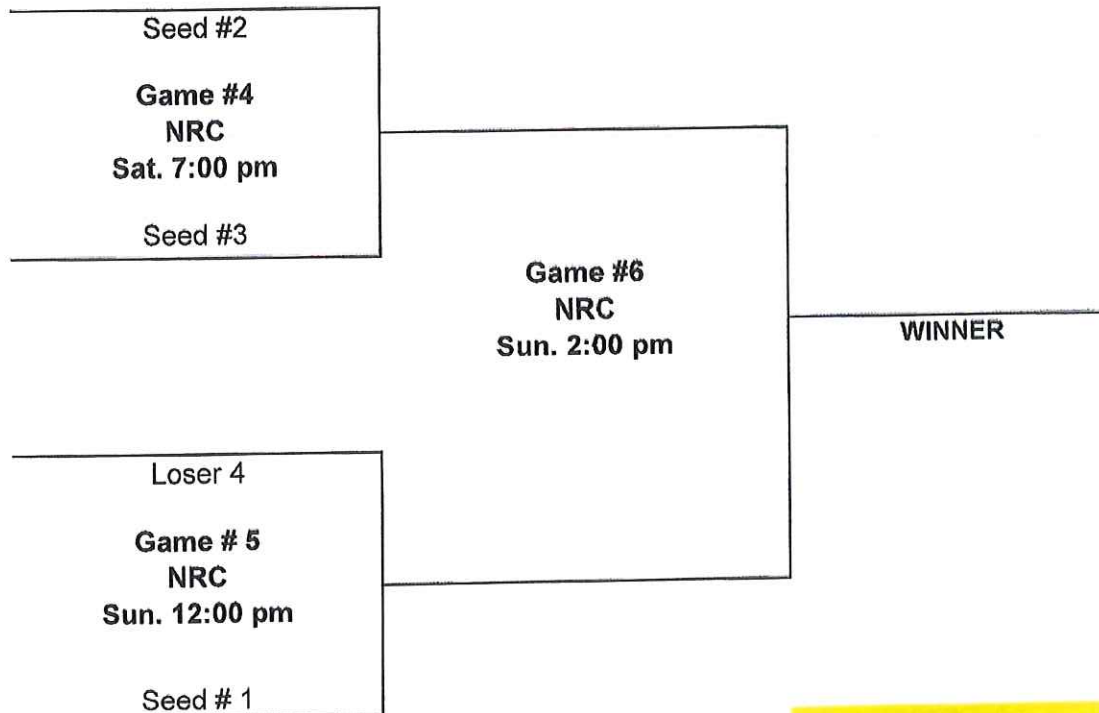
Needles Recreation Center		Needles High School	
8:00 AM	3/4 B #8	8:00 AM	7/8 B #11
9:00 AM	5/6 G #5	9:00 AM	7/8 B #12
10:00 AM	5/6 G #6	10:00 AM	7/8 G #5
11:00 AM	5/6 B #6	11:00 AM	7/8 B #13
12:00 PM	3/4 G #5	12:00 PM	5/6 G #7 (Championship)
1:00 PM	3/4 B #7	1:00 PM	5/6 B #7 (Championship)
2:00 PM	3/4 G #6 (Championship)	2:00 PM	7/8 G #6 (Championship)
3:00 PM	3/4 B #9 (Championship)	3:00 PM	7/8 B #14 (Championship)

**NEEDLES SPRING CLASSIC
YOUTH BASKETBALL TOURNAMENT
MARCH 2 ~ 3, 2024**

3rd & 4th GRADE GIRLS

Team #1 Beaumont
Team #2 29 Palms
Team #3 Needles

Day & Time	Teams	Site
Game #1 Sat. 9:00 am	1 VS 2	WC
Game #2 Sat. 12:00 pm	2 VS 3	NRC
Game #3 Sat. 4:00 pm	3 VS 1	NRC



**NRC - Needles Rec. Center
WC - Wellness Center**

**AWARD CEREMONIES WILL BE
@ 3:45pm AT NEEDLES HIGH
SCHOOL IMMEDIATELY
FOLLOWING THE 8TH GRADE
BOYS CHAMPIONSHIP GAME
ON SUNDAY**

ALL TIMES LISTED ARE CALIFORNIA

NEEDLES SPRING CLASSIC
YOUTH BASKETBALL TOURNAMENT
MARCH 2 ~ 3, 2024

3rd ~ 4th GRADE BOYS

Team #1	29 Palms
Team #2	Vegas Pandas
Team #3	Needles
Team #4	Beaumont
Team #5	P~Town Parker



AWARD CEREMONIES WILL BE @ 3:45PM AT
NEEDLES HIGH SCHOOL IMMEDIATELY
FOLLOWING THE 8TH GRADE BOYS
CHAMPIONSHIP GAME ON SUNDAY.

NRC- Needles Recreation Center
WC - Wellness Center

ALL TIMES LISTED ARE CALIFORNIA

NEEDLES SPRING CLASSIC
YOUTH BASKETBALL TOURNAMENT

March 2 ~ 3, 2024

5th & 6th GRADE GIRLS

Team #1	29 Palms
Team #2	Needles
Team #3	Vegas Pandas
Team #4	Beaumont



AWARD CEREMONIES WILL BE @ 3:45PM AT
NEEDLES HIGH SCHOOL IMMEDIATELY
FOLLOWING THE 8TH GRADE BOYS
CHAMPIONSHIP GAME ON SUNDAY

NRC - Needles Recreation Center
WC - Wellness Center
NHS - Needles High School

ALL TIMES LISTED ARE CALIFORNIA

NEEDLES SPRING CLASSIC
YOUTH BASKETBALL TOURNAMENT
March 2 ~ 3, 2024

5th ~ 6th GRADE BOYS

Team #1	Needles
Team #2	29 Palms
Team #3	Vegas Pandas
Team #4	Beaumont



AWARD CEREMONIES WILL BE @ 3:45PM AT
NEEDLES HIGH SCHOOL IMMEDIATELY
FOLLOWING THE 8TH GRADE BOYS
CHAMPIONSHIP GAME ON SUNDAY

NRC - Needles Recreation Center
WC - Wellness Center
NHS - Needles High School

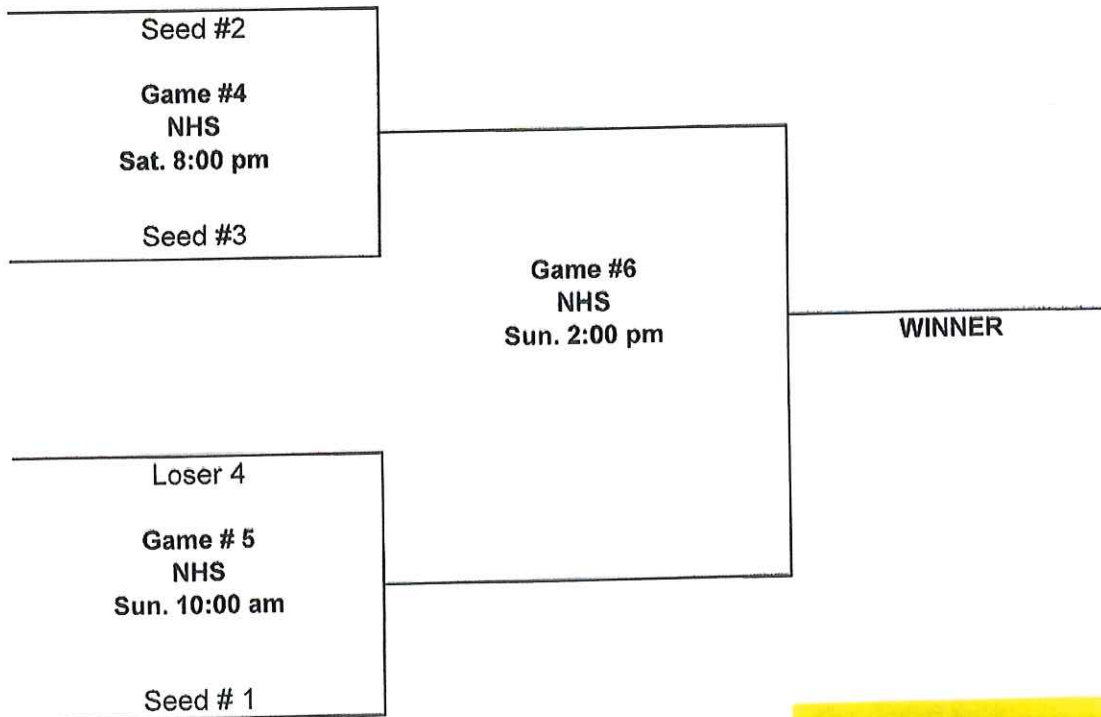
ALL TIMES LISTED ARE CALIFORNIA

**NEEDLES SPRING CLASSIC
YOUTH BASKETBALL TOURNAMENT
MARCH 2 ~ 3, 2024**

7th ~ 8th GRADE GIRLS

Team #1 **Beaumont**
Team #2 **29 Palms**
Team #3 **Needles**

Day & Time	Teams	Site
Game #1 Sat. 9:00 am	1 VS 2	NHS
Game #2 Sat. 12:00 pm	2 VS 3	NHS
Game #3 Sat. 3:00 pm	3 VS 1	NHS



NHS - Needles High School

**AWARD CEREMONIES WILL BE
@ 3:45pm AT NEEDLES HIGH
SCHOOL IMMEDIATELY
FOLLOWING THE 8TH GRADE
BOYS CHAMPIONSHIP GAME
ON SUNDAY**

ALL TIMES LISTED ARE CALIFORNIA

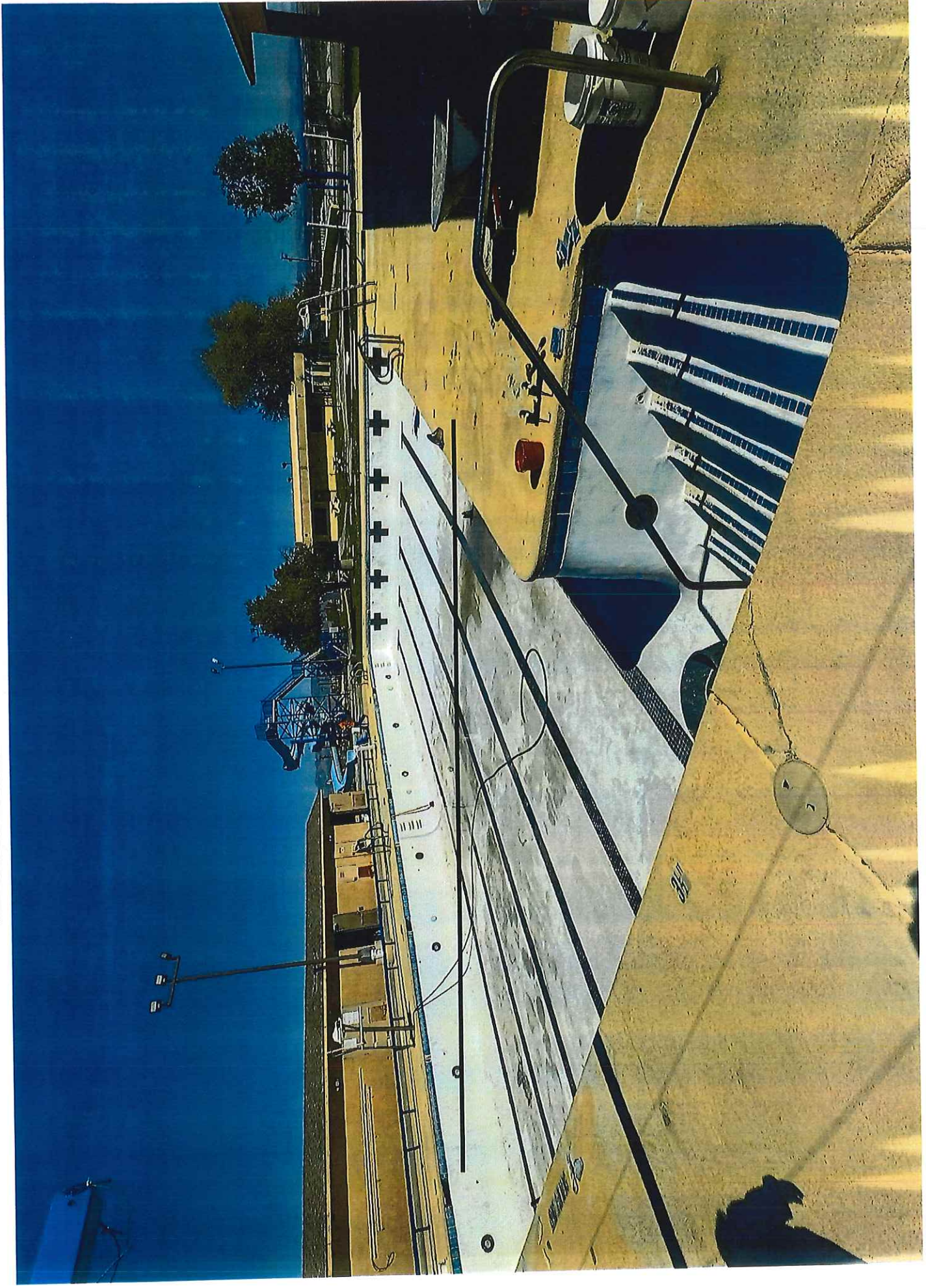
NEEDLES SPRING CLASSIC BASKETBALL TOURNAMENT
MARCH 2 ~ 3, 2024
7 ~ 8th GRADE BOYS

Team #1 29 Palms	Team #2 Needles
Team #3 Beaumont	Team #4 Ty's Warriors
Team #5 29 Palms Falcons	Team #6 Hualapai Rec.
Team #7 Needles White	

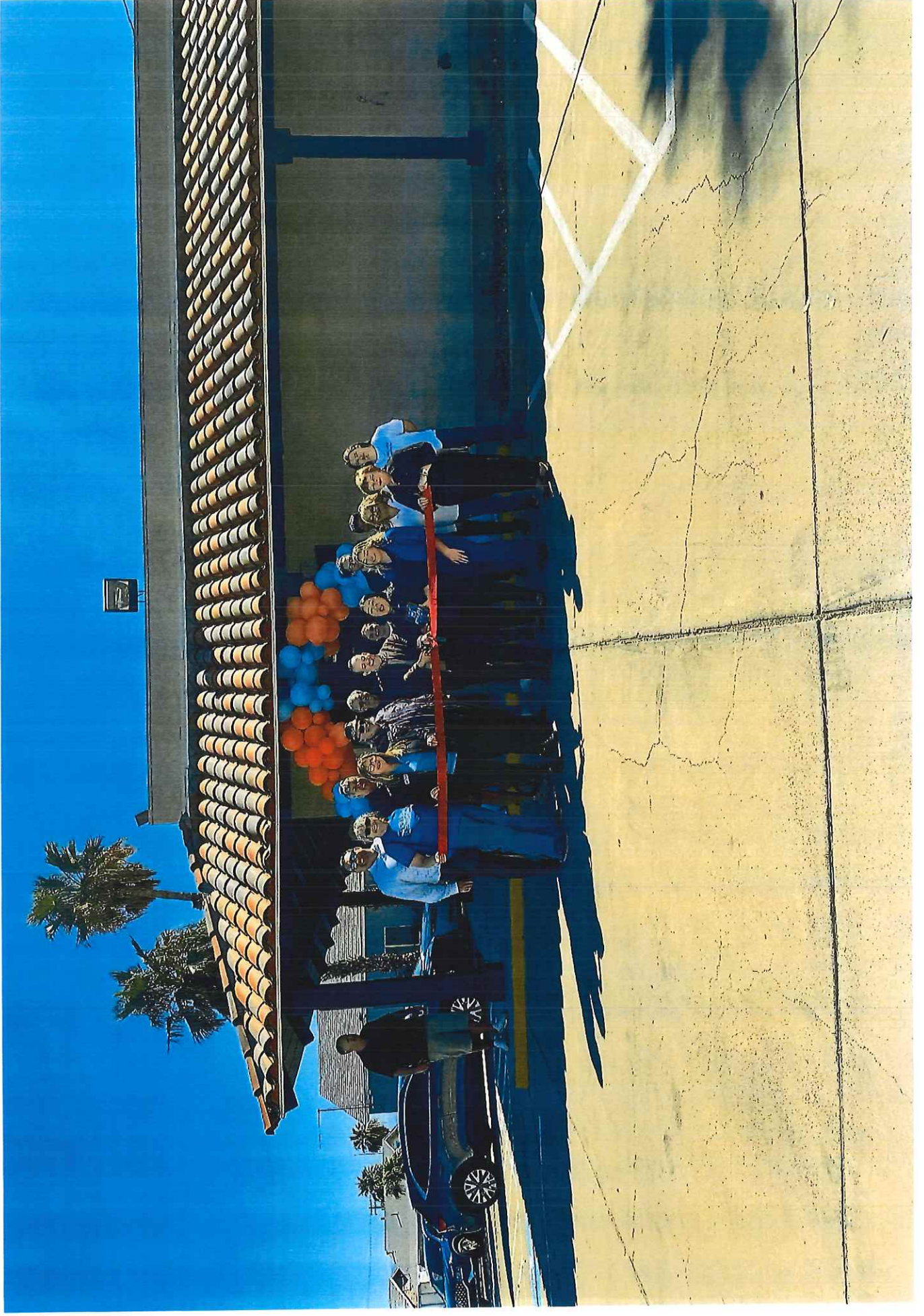


ALL TIMES LISTED ARE CALIFORNIA

2. AQUATIC CENTER PROJECT STATUS

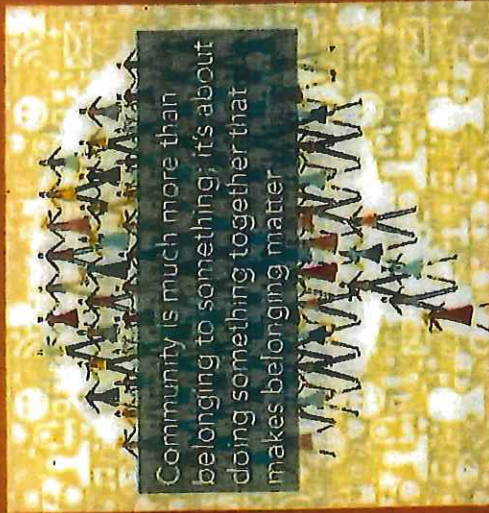


5. FIRST INSTITUTE GRAND REOPENING



ABOUT FITM

First Institute Training & Management, Inc., has been providing Out-of-School Workforce Development programs since 2005. Our programs prepare them for employment through various programs that develop their skills. The program assists young adults in overcoming barriers to education and employment by targeting the individual needs and goals of each participant. Participants are prepared to enter many growing, in-demand careers including Medical Office Assistant, Welding Technology, and Business Computer Applications.

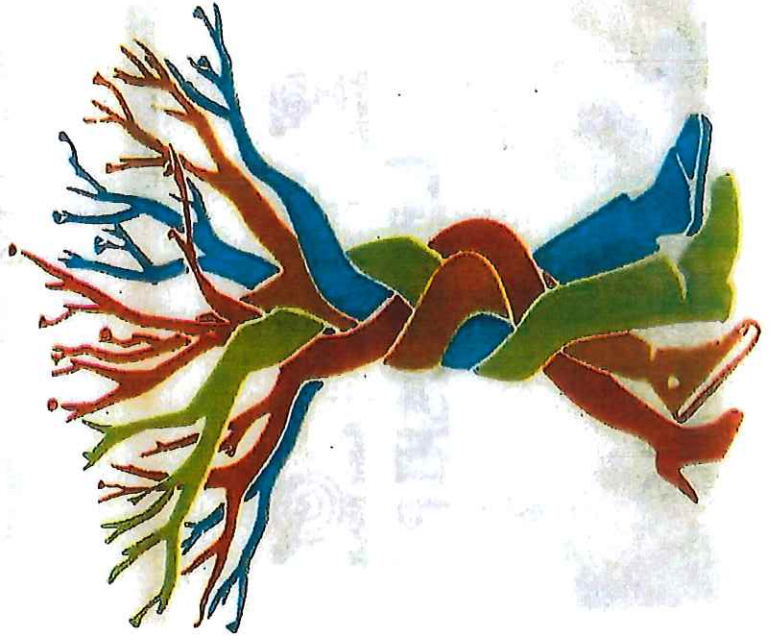


Community is much more than belonging to something; it's about doing something together that makes belonging matter.



SERVICES INCLUDE:

- Outreach/Recruitment
- Community Collaboration
- Federal/State and Local subsidies for occupational skills training
- Industry Recognized Credential Programs
- Career Pathways/Planning Development
- Paid Work Experience
- Case Management
- Life Skills Development
- Follow-up Services



FIRST INSTITUTE
Training & Management, Inc.



CAREER AWARENESS

Youth participate and engage in activities designed to develop knowledge of the variety of careers and occupational opportunities and available, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors. First Institute Training and Management has partnered with Transfr to provide customers with the opportunity to explore career possibilities through new age technology known as virtual reality (VR). Transfr empowers youth/young adults through comprehensive career development to navigate new career paths, enhance job satisfaction, and adapt to the evolving workforce through VR.

LEADERSHIP DEVELOPMENT

Customers participate in leadership development opportunities which encouraged leadership development, responsibility, confidence, employability, self-determination, and other positive social behaviors. Customers are also given exposure to post-secondary educational routes. Youth complete training in decision-making, including determining priorities and problem-solving. Discussions about bringing your "A" game to work are focused on work performance, attire, attitude and expectations on the job.



“Even though it may get dark at times, you will always find something that will bring light to your life. FTM is my light.”

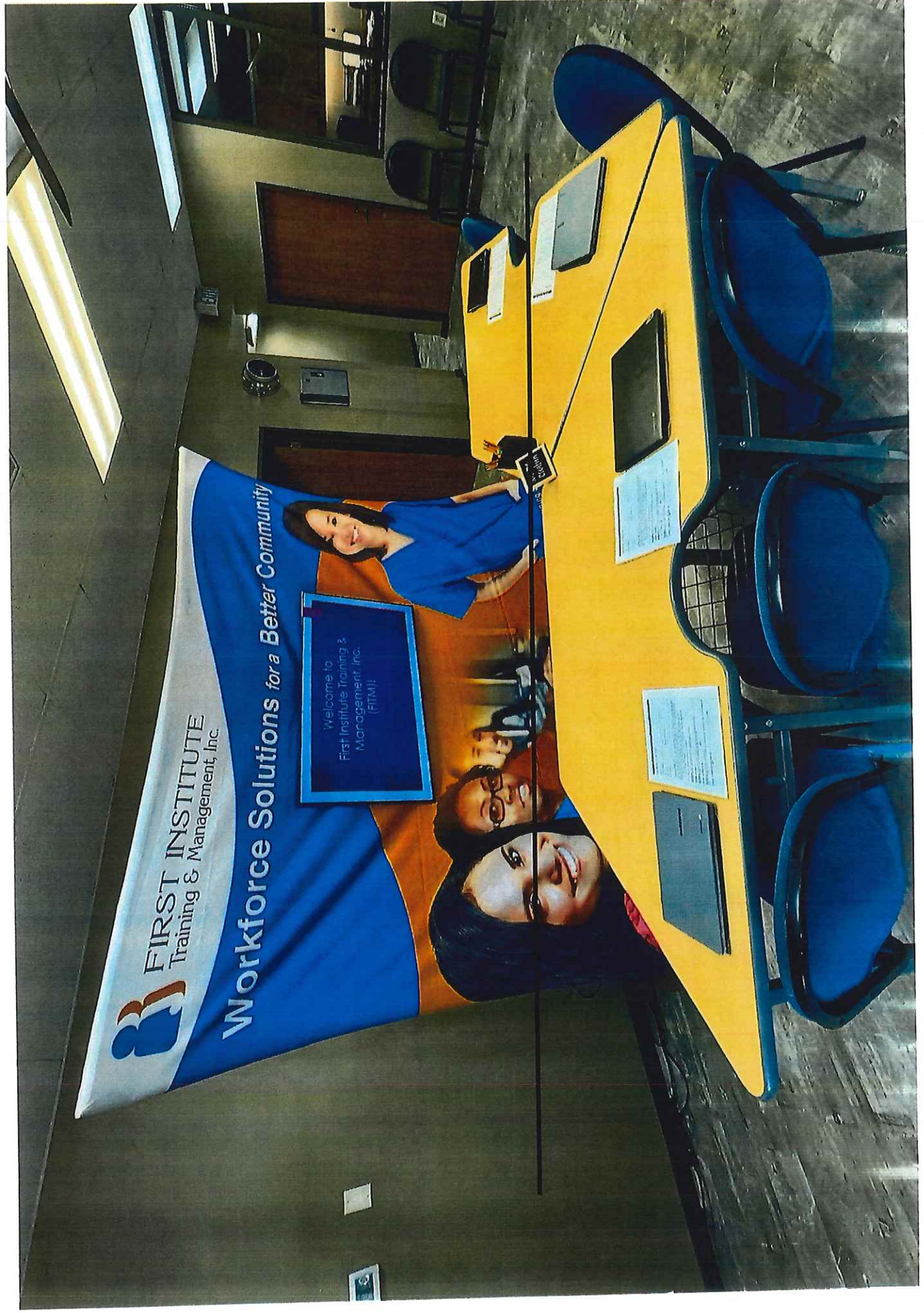
-La-Tiarra Haar

Current Customer

FINANCIAL LITERACY

First Institute Training and Management has partnered with Chase Bank to share their creation of a six-week Financial Literacy Course equipping students with the essential tools to manage their finances. The financial literacy course focuses on financial issues that students will encounter in their everyday lives such as comprehension of budgeting, investing, credit and debt, planning for savings and retirement, understanding taxes and insurance, and navigating financial institutions and systems.

5. FIRST INSTITUTE GRAND REOPENING



6. NHS STATE CHAMPIONS



6. NHS STATE CHAMPIONS



7. NEEDLES CHAMBER GOLF TOURNAMENT



8. CCMF PROFILES IN MANAGEMENT

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What inspired you to enter city management?

From a young age, my interest in city management was sparked. The influence of my parents, who are dedicated public servants and educators, played a pivotal role in inspiring my journey into city management. Growing up in an environment where public service and civic engagement were highly valued instilled in me a profound sense of responsibility and a genuine desire to contribute to the well-being of my community. Having parents who were educators provided a firsthand view of the importance of public service and exposed me to the significance of active community involvement. Witnessing their work's impactful role in shaping others' lives became a powerful motivation for me to pursue a similar path—one where I could make a positive difference through the avenues of local government and city management. I have a servant leadership style that prioritizes the well-being and

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development of my team members by focusing on their needs. I see myself as a coach who helps encourage and support my employees, and that helped contribute to my choosing to be a city manager because I have the opportunity to build a team to achieve the common goals of the community.

How did you become a city manager?

Embarking on the journey to become a city manager, my career in local government has evolved through a robust background in policy, planning, and real estate development. This multidimensional foundation has played a crucial role in effectively addressing every community's diverse development and economic needs.

My professional journey began as a development director for the city of Needles in 2017, a pivotal role that immersed me in the intricacies of policy formulation, urban planning and the dynamic world of real estate development. Recognizing the essential role these elements play in fostering community growth, I deeply understood the interconnectedness between physical layout, economic aspirations and the enhancement of city services.

Subsequently, I was promoted to assistant city manager, where I oversaw the development services department and assumed additional responsibilities as required by the city manager. This progression was facilitated by the guidance and mentorship of my predecessor, who took me under his wing, supporting my professional growth and positioning me as the leading candidate for the position upon his retirement. I assumed the role in October of 2023, after my predecessor was in the role for ten years. I didn't just want to be a city manager for any

city; I wanted to be the city manager for the community where I raised my children.

In addition to my hands-on experience, my educational journey has fortified my role as a city manager. Having pursued formal education at the University of Southern California, I earned a Bachelor of Science in public policy and real estate development, a master's degree in urban planning, and a master's certificate in real estate development. Complementing these academic credentials, I completed certification programs at California State University, Fresno, through the California Association for Local Economic Development. Furthermore, I am recognized as an Accredited California Economic Developer. Additional qualifications include a master's Certificate from ICMA for their High-Performance Leadership Course and completion of the Stanford Local Summer Institute Class of 2023. These credentials collectively empower me with theoretical knowledge and practical insights, enabling me to adeptly navigate and address the multifaceted challenges inherent in city management.

What do you enjoy most about being a city manager?

Nestled on the eastern edge of the Mohave Desert, where California converges with Arizona and Nevada, lies the city of Needles—a small, remote, and rural community often dubbed the East Coast of California. Serving as the gateway to California along the I-40 from Arizona, our city holds a distinctive position with its unique geography and landscape.

Despite facing challenges in our economically disadvantaged community, I consider myself fortunate to be an integral part of this special place. In my role as city manager, I find immense satisfaction in actively

contributing to the economic growth of the city of Needles. This position provides me with a valuable platform to attract businesses, foster job creation and drive economic development, ultimately enhancing the prosperity of our community. Daily, I encounter complex challenges, and I thoroughly enjoy problem-solving; the roles provide ample opportunities to address infrastructure, public services and community development issues.

Every day, I dedicate myself to the noble cause of improving the quality of life for our residents. It's a privilege to work towards creating a more vibrant and thriving environment, and I take pride in the positive impact we can collectively make on the lives of those who call the city of Needles home.

What role does a city manager play in local government, and how do you feel it differs from that of a Council Member or Mayor?

In the intricate framework of local government, the city manager assumes a pivotal role often likened to being the mechanic, as my predecessor aptly put it. While the City Council establishes the overarching goals for the city, it becomes the city manager's responsibility to adeptly lead a team and cultivate a collaborative work environment to bring these objectives to fruition.

My role as a conductor is orchestrating the efforts of a dedicated team to align with the vision set by the City Council. Working collectively towards the common goals outlined by the Council is a professional obligation and a personally rewarding endeavor. The ultimate aim is to enhance the quality of life for residents and contribute significantly to the city's overall well-being.

In contrast to the roles of Council Members and Mayors, who are instrumental in goal-setting and policy formulation, a city manager is focused on translating these objectives into actionable plans. The emphasis lies in execution, ensuring that the strategies devised collectively contribute tangibly to the community's advancement. It is both a privilege and a responsibility to guide this process, ensuring that the city's goals align seamlessly with the needs and aspirations of its residents.

What does a typical day look like?

During a typical day, a significant part of my role involves ensuring that the City Council is well-informed about pertinent events unfolding within our community. This is particularly crucial when anticipating community inquiries. I proactively engage with my department heads, fostering open discussions about ongoing projects and collaboratively addressing any challenges they may encounter.

A key aspect of my day is also dedicated to addressing unforeseen issues that "walk in through the door." I've come to appreciate that it's not merely the meetings we plan for but, more significantly, the impromptu discussions and concerns that unexpectedly arise. These unplanned interactions often require immediate attention and a thoughtful, responsive approach.

My daily routine revolves around maintaining a constant flow of communication with the City Council, collaborating with department heads to navigate ongoing projects and being readily available to address the unanticipated matters that inevitably emerge. This adaptive and hands-on approach ensures that I am attuned to the pulse of our city, enabling me to effectively lead and respond to the evolving needs of our community.

What city project are you most proud of?

In October 2023, I assumed the role of the city manager. It only took three months before I worked with my council to declare a citywide emergency. On January 23, 2024, city staff faced a significant challenge when the city's only pharmacy announced its closure. This posed a severe concern for the 3,000 Medi-Cal patients (2,300 IEHP Patients) who relied on Rite-Aid for their pharmaceutical needs over the past two years. To provide context, Needles has a population of 5,200, with 33% of the residents over 55 and over half receiving government subsidies. The City Council took decisive action on January 30, 2024, by formally adopting Resolution No. 2024-7, declaring a Local Emergency in response to the pharmacy closure. This resolution empowers the city manager to proactively seek essential goods, services and mutual aid from neighboring local agencies, the county of San Bernardino and the state of California. The strategic initiative is designed to ensure the swift acquisition of abundant resources to address the immediate emergency, facilitating the procurement of aid and services. This ensures that residents of Needles maintain uninterrupted access to critical medications and essential goods and services. Through a collaborative effort and a cross-agency initiative, city staff successfully worked with the private sector to establish five pharmacies in Arizona that are now accepting Medi-Cal patients, with one that will deliver to Needles. This proactive approach has enabled us to address the needs of our residents swiftly and effectively. I also utilized our Needles Area Transit Service to have a bus go into Arizona twice a week to provide residents who do not have transportation access to their pharmaceutical needs.

What are the greatest challenges facing city managers in the state today?

- Homelessness
- Housing Affordability and Availability
- CBRT Ballot Measure (California Business Roundtable)
- Budgetary Constraints
- Infrastructure Maintenance and Upgrades

When and how do you interact with the residents of your city?

Every day, I engage with the residents of my community, whether it's at a Chamber breakfast or a local high school basketball game. Living within my community offers a unique perspective, allowing me to comprehend the real-life impacts of city council decisions fully. Beyond my role, personal connections also contribute to this understanding — my wife is an elementary school teacher, my mother recently retired as the superintendent of Needles Unified School District and my stepfather serves on The Palo Verde Community College Board of Trustees.

In our vibrant small town, brimming with activities, each day provides ample opportunities for interaction. We've established a community calendar, ensuring that all active organizations have a chance to celebrate and connect. Whether it's housing elements, general plan updates or public engagement for grant opportunities, we consistently bring the community together to actively participate in the decision-making process.

What is the role of a city manager in upholding the public's trust in local government?

Maintaining a transparent civic environment hinges on the crucial role of a city manager in building and preserving the public's trust. I often emphasize that clear communication is the linchpin to establishing and nurturing this trust. Upon assuming the city manager role, I prioritized weekly updates to keep the public well-informed about city events. Whether detailing park construction progress, addressing ongoing emergencies or providing storm preparation tips, the goal was to offer clear and accessible information through a weekly city managers memo. This proactive approach not only holds the city manager and staff accountable but also showcases our active engagement with the community.

During recent emergencies, open and transparent communication became paramount. I recognized the importance of accuracy and clarity in our messages, ensuring that the public received timely information during challenging times. This commitment to transparency fostered trust and underscored our dedication to keeping the community well-informed and resilient in the face of adversity.

How has being awarded the Executive Education Grant helped better your skills in the city management profession?

As I progress in my city manager career, I reflect on the pivotal role the Executive Education Grant played that enabled my participation in the 2023 Local Governance Summer Institute at Stanford University. This experience has not only propelled me to the next level but was made possible through the valuable support of the CCMF Scholarship. Operating within a constrained budget, the city of Needles encounters distinctive financial challenges, defined by its economically resilient spirit. The

financial support from CCMF has opened doors that would have otherwise been inaccessible, providing crucial opportunities for our city. Participating in the LGSI has connected me with a network of seasoned city managers and exposed me to innovative problem-solving approaches, leadership skills and strategic thinking essential for navigating the evolving landscape of technological and environmental changes. The experience further provided personal and professional development opportunities through mentorship and coaching.

In a short span, CCMF has enriched my knowledge and connected me with a community of professionals with whom I share a lasting bond. I am deeply grateful for the support that has significantly shaped my career, and I look forward to continued growth and collaboration.

Additional Links:

- <https://www.ca-ilg.org/case-story/big-strides-small-city>
- <https://www.hcd.ca.gov/about-hcd/newsroom/hcd-technical-assistance-helps-city-of-needles-adopt-housing-elements>

February 23rd, 2024

CCMF ON FACEBOOK

NEWS

CCMF Executive Education Grant
Program Complete for 2023-24
Program Year
February 29, 2024



City of Needles

817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor, Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

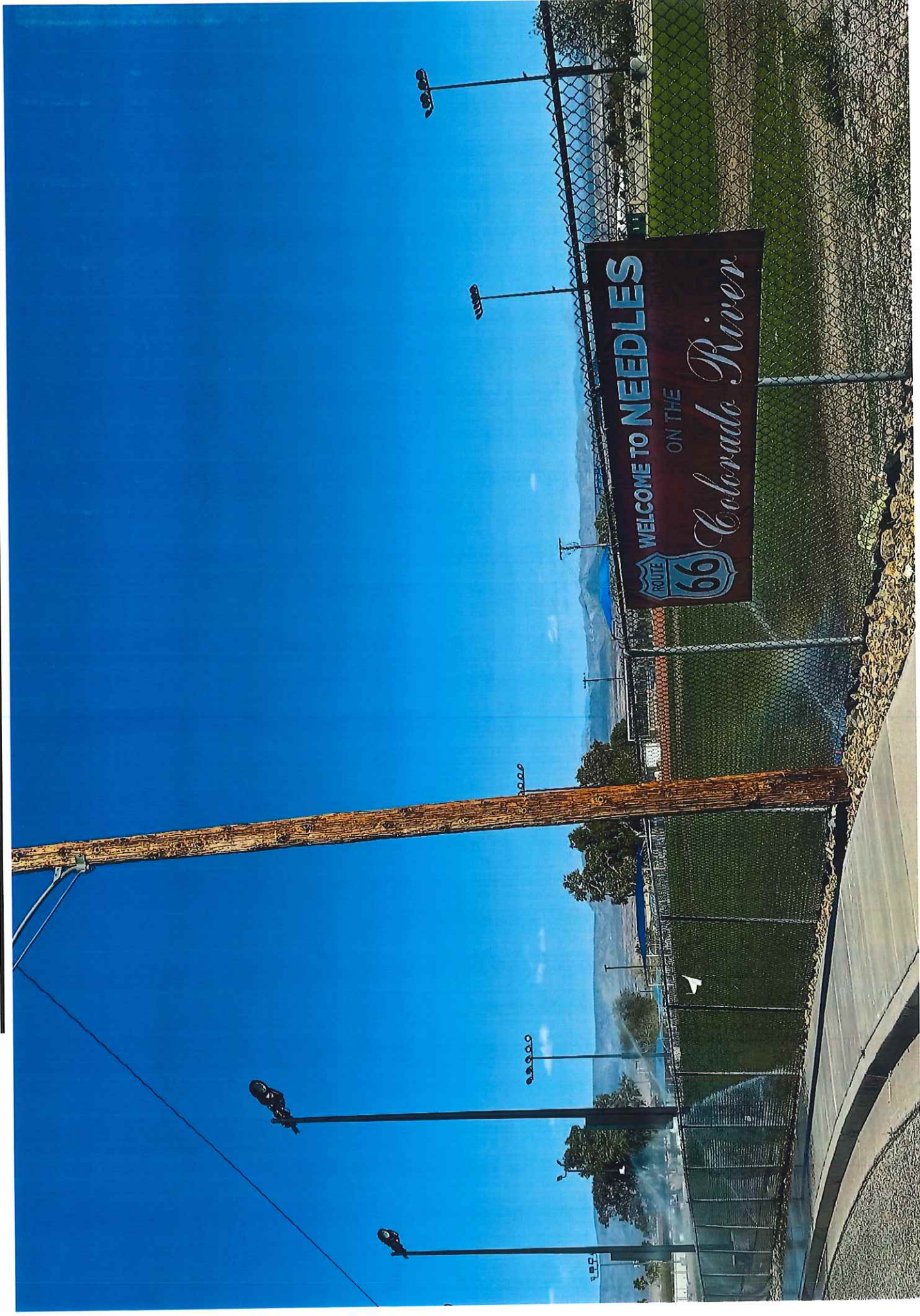
DATE: March 8, 2024

1. The Duke Watkins Park Improvement Project, with a budget of \$3,965,400, is making notable strides forward. This Thursday marked the arrival and installation of the prefabricated restroom, complemented by the new central sewer line installation. Furthermore, the fields show signs of rejuvenation, with the grass visibly turning green. For a closer look at this week's advancements, please refer to the attached image, which vividly captures the ongoing progress.
2. The Needles Aquatic Center was drained in October for evaluations and repairs. Off-season improvements include slide maintenance, equipment updates, lighting fixes, and swimming feature repairs. City Staff utilized the funding recently allocated by the City Council to replace damaged tiles, fill cracks, and repaint the main pool, with new lighting installations underway. The decking is also prepped for non-slip painting, ensuring the Needles Aquatics Center is ready and safe for the opening on June 1, 2024. Residents can enjoy lap swimming, water aerobics, swim lessons, and open swimming at the Needles Aquatics Center. The Needles Aquatics Center is located at 1101 Civic Center Dr, Needles, CA 92363. For the pool schedule and pricing, visit the City of Needles [website](#).
3. City Staff is thrilled to share an update on the Water Service Lateral Replacement Project, which Phillips Excavating kicked off on March 4, 2024. This \$1 million initiative commenced on Erin Drive and is expected to progress until mid-May. Now in its fourth year, the city has dedicated \$2.2 million for the current fiscal year to support essential waterline and street upgrades, as detailed in Exhibit 3, Phase 4A of the project plan.
4. The City Staff is excited to announce a Community Cleanup event on April 20, 2024, at 7 am, in honor of Earth Day. Owing to its success over the years, we've expanded the initiative to include two cleanup sites this year: Jack Smith Park and J Street/Nikki Bunch Fields. There's no need to register; everyone is invited to join

the effort. The City will supply bags, pickers, and gloves for participants. We encourage all community organizations and members to take part. For more details, please refer to the attached flyer or stay updated via our Needles Connect app.

5. On August 8, 2023, the Housing Authority of the City of Needles (HACN) was informed by both the Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA) of its eligibility to receive 30 HUD-Veterans Affairs Supportive Housing (HUD-VASH) vouchers. The HUD-VASH program integrates HUD's Housing Choice Voucher (HCV) rental assistance with the VA's case management and clinical services to support homeless veterans. On March 27, 2024, HACN will hold its inaugural meeting to discuss program updates and engage landlords interested in offering housing through this initiative. For more information, please refer to the attached flyer.
6. On Thursday, March 7, 2024, the Colorado River Station/Needles Police Department, assisted by the Sheriff's Inter-Regional Narcotics Enforcement Team and San Bernardino County Probation, conducted a joint operation in the City of Needles. The operation consisted of 33 team members, with three teams executing ten search warrants in the City of Needles. The warrants led to the arrest of 20 subjects. These subjects were arrested for various crimes, including maintaining a residence for the use of narcotics, possession of narcotics, possession of stolen property, active felony warrants, and possession of manufacturing equipment to make fraudulent credit cards.
This operation was conducted to combat the ongoing battle of violent crimes occurring in the city, coupled with the sales, distribution, and use of Fentanyl, which is a known narcotic that is consuming lives daily in our community. For press releases, news, and information, follow the Colorado River Station on Twitter/X @CORiverStation or Facebook and Instagram at SBCSDColoradoRiverStation. Refer to the attached SBCSO press release for further information.
7. On Friday, March 8, 2024, a meeting occurred between the Housing Authority of the City of Needles (HACN) staff and the Resident Advisory Board (RAB) to refine HACN's Draft Annual Plan. This meeting enabled engaging discussions, with RAB members actively contributing their insights and recommendations, effectively voicing their interests and concerns. This collaborative effort was vital in shaping the strategic direction and focus of the Annual Plan, ensuring it accurately embodies the needs and ambitions of the residents. The Annual Plan will be presented to the Housing Commission on March 27, 2024, followed by a public hearing on April 9, 2024, at the City Council Chambers, 1111 Bailey Avenue, starting at 6 PM. This presentation will occur before the HACN Board of Commissioners, further advancing the plan to the Department of Housing and Urban Development (HUD) for final approval.

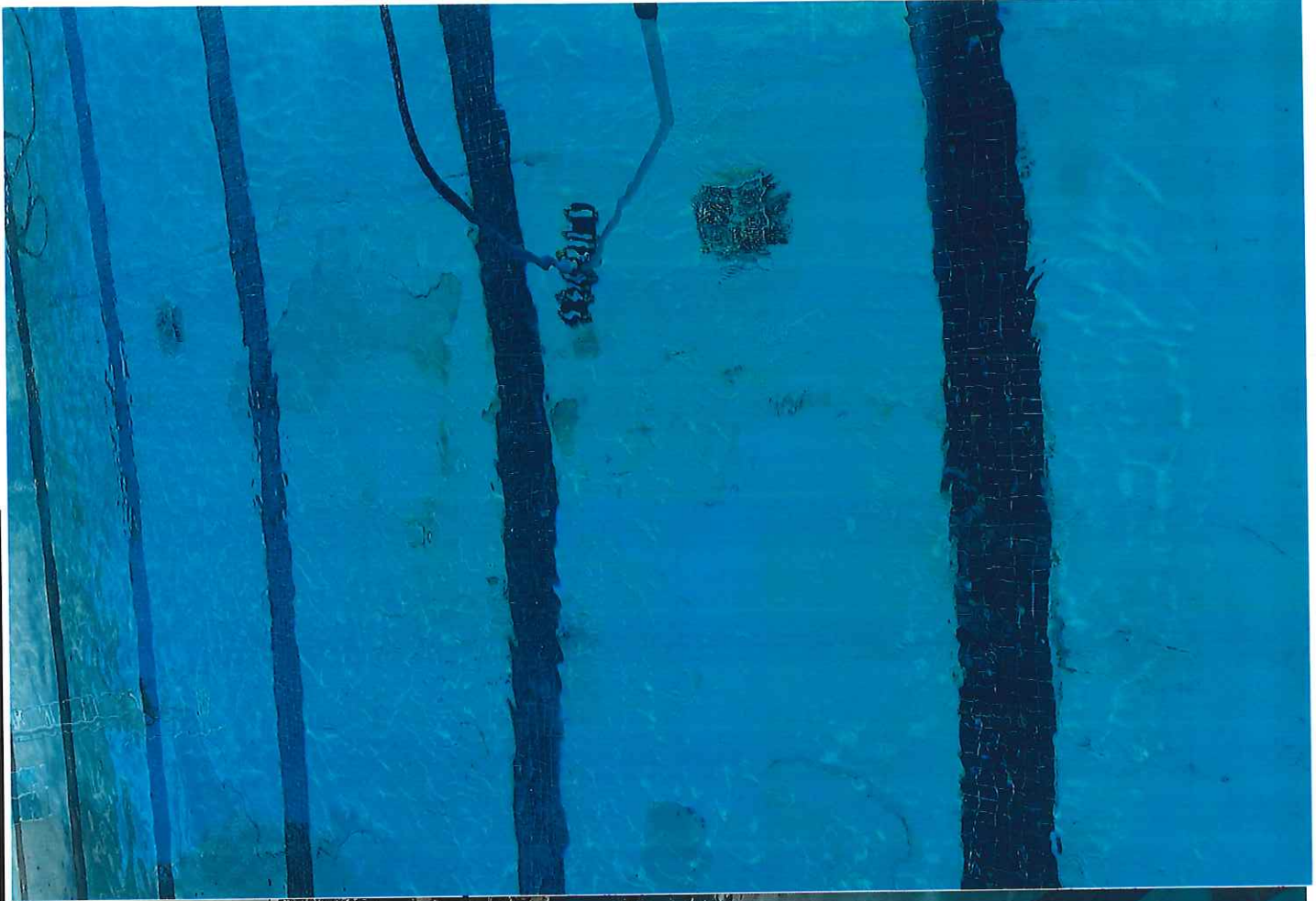
1. DUKE WATKINS PARK IMPROVEMENTS UPDATE



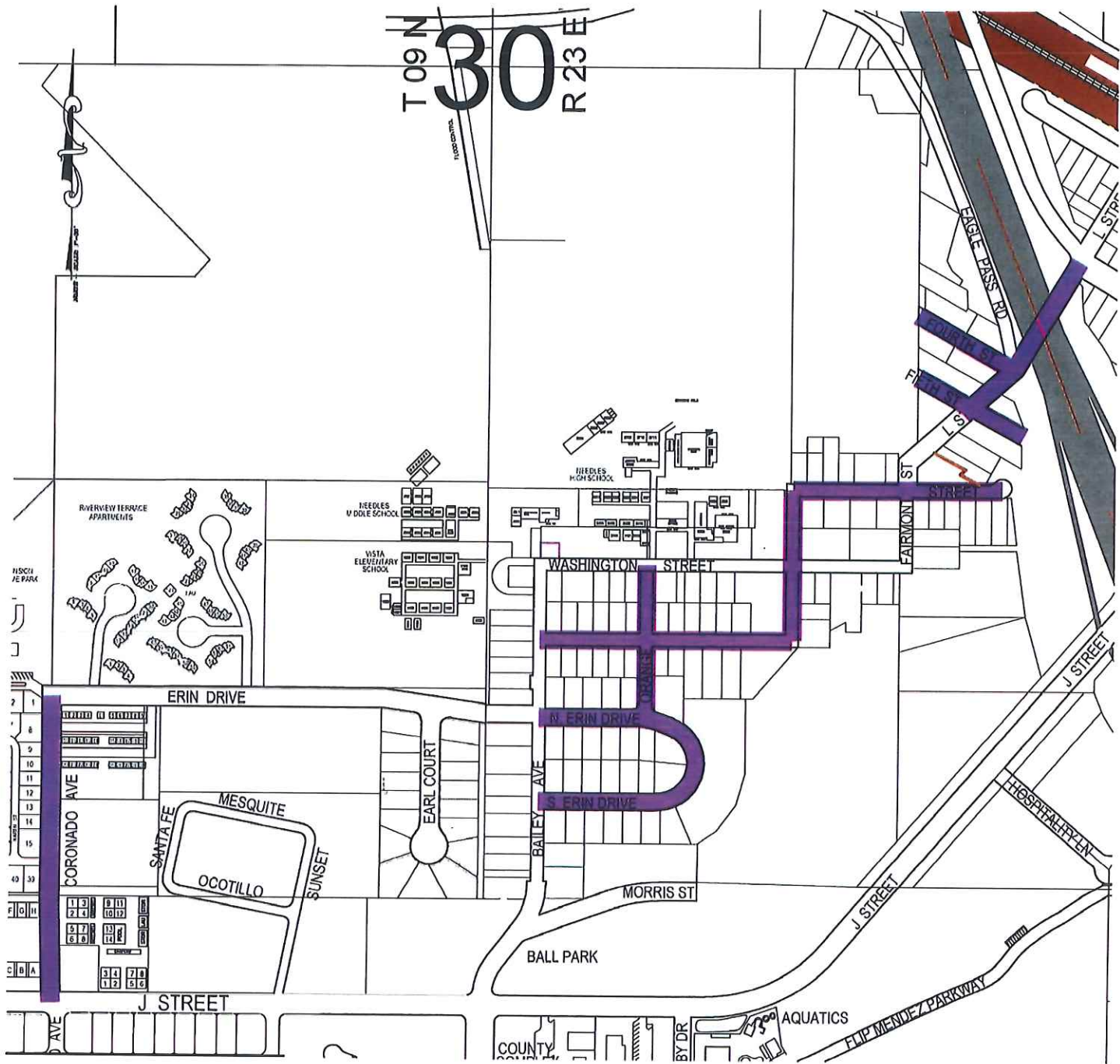
1. DUKE WATKINS PARK IMPROVEMENTS UPDATE



2. AQUATIC CENTER UPDATE



OBERNOLTE STREET PROJECT



HIGH SCHOOL HILL

L STREET	(5th Street to W. Broadway Ave)
4TH STREET	(L Street to End)
5TH STREET	(L Street to End)
HIGHLAND STREET	(Park Ave to End)
PARK AVE	(Highland Street to Collins Street)
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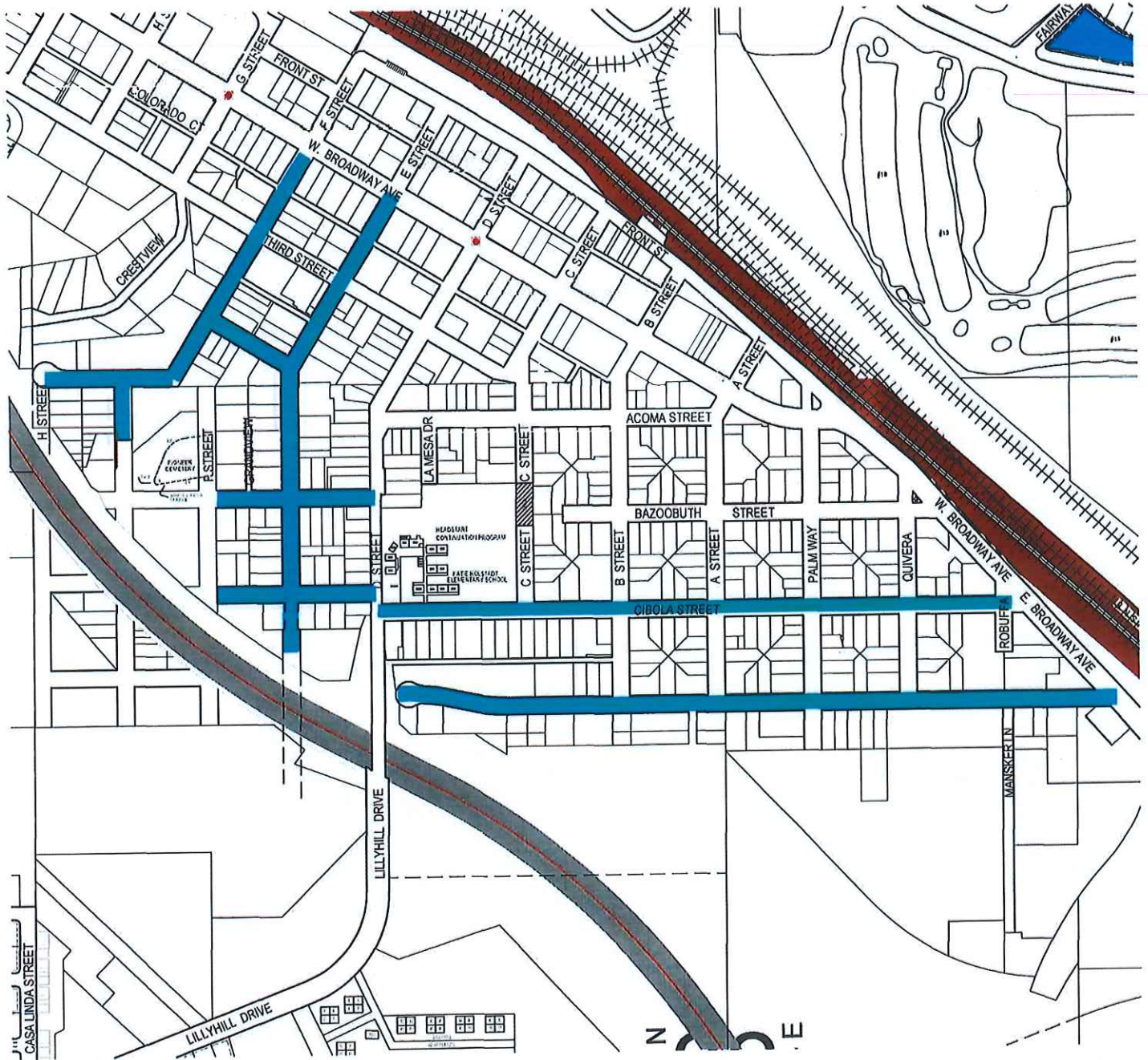
LEGEND

Obernolte Water Service Replacements & Street Improvements Project - Awarded by Rep. OBERNOLTE

City of Needles Capital Projects

3. Street Improvements & Water Service Replacement

PHASE 4 A



DOWNTOWN AREA

DESOTO STREET (D Street to W. Broadway Ave)
 CIBOLA STREET (D Street to W. Broadway Ave)
 F STREET / ARMY RD (Broadway Ave to Interstate 40)
 E STREET (Broadway Ave to Interstate 40)
 DOWNEY AVE (D Street to F Street)
 VALLEY AVE (D Street to F Street)
 FOURTH STREET (F Street to E Street)
 G STREET (@ Army Rd)

LEGEND

 PHASE 4A - PAVING IMPROVEMENTS
 Including Water Services

4. EARTH DAY COMMUNITY CLEAN UP

SPRING INTO ACTION

TWO LOCATIONS

Community Cleanup Day

Jack Smith Park | 1001 River Rd.

&

J Street | Nikki Bunch Fields

Saturday, April 20, 2024

7 AM - 8 AM

Join your friends and neighbors as we work together to clean our community. No registration required.

The City will provide bags, pickers and gloves!



cityofneedles.com

5. VETERANS HOUSING



Housing Authority of the City of Needles

COMMUNITY
OPEN HOUSE #1



You're Invited to Support our Local Homeless Veterans

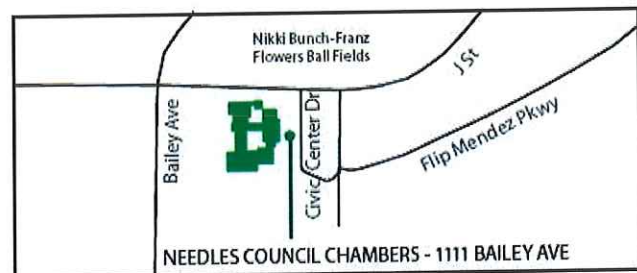
The Housing Authority is hosting its first meeting to provide updates and obtain your thoughts about options for Veterans Affairs Supportive Housing (VASH) voucher program and Landlord outreach/retention for The Housing Authority City of Needles administrative team and surrounding community partners.

March 27, 2024

4:00 PM start time

**Needles Council
Chambers**

- ❖ Homeless Veterans Support Groups
- ❖ Homeless Veterans Resources
- ❖ Landlord Incentives
- ❖ VASH Voucher Program Process
- ❖ VASH Voucher Application Process



Questions? Want more info? Angelica Deerner | 760-326-2115, ext. 173 |

adeerner@cityofneedles.com **Can't make it?** Contact Angelica or visit cityofneedles.com to take a survey after the event.

6. SBSD - Colorado River Sheriffs Department

Registered Subscribers: [Sign In Here](#)

Receive alerts from your local agencies

...or text your ZIP CODE to 888777 for mobile alerts

Full Notification



SBSD - Colorado River Sheriffs Department

Thursday March 7th, 2024 :: 06:33 p.m. PST

Advisory

Deputies Conduct a Joint Operation to Combat Violent Crimes and Fentanyl Sales and Use

DATE: March 7, 2024

INCIDENT: OPERATION BLUE RIVER

LOCATION: Needles, CA

VICTIM(S): State of California

SUMMARY: On Thursday, March 7, 2024, the Colorado River Station/Needles Police Department, assisted by the Sheriff's Inter-Regional Narcotics Enforcement Team and San Bernardino County Probation, conducted a joint operation in the City of Needles. The operation consisted of 33 team members, with three teams executing ten search warrants in the City of Needles. The warrants led to the arrest of 20 subjects. These subjects were arrested for various crimes, including maintaining a residence for the use of narcotics, possession of narcotics, possession of stolen property, active felony warrants, and possession of manufacturing equipment to make fraudulent credit cards.

This operation was conducted to combat the ongoing battle of violent crimes occurring in the city, coupled with the sales, distribution, and use of Fentanyl, which is a known narcotic that is consuming lives daily in our community.

The following is a list of the subjects arrested during this operation and affiliated with the above-listed charges.

Nicholas Monk, 40-years old, Resident of Needles
Guadalupe Lozano, 34-years old, Resident of Needles
Johanna Baumgartner, 22-years old, Resident of Needles
Juan Hernandez, 27-years old, Resident of Needles
Crystal Munoz, 37-years old, Resident of Needles
Edward Dock, 43-years old, Resident of Needles
Rabecka Motz, 34-years old, Resident of Needles
Theodore Muniz, 37-years old, Resident of Needles
April Craig, 31-years old, Resident of Needles
Mariah Mills, 31-years old, Resident of Needles
Darrian Myatt, 31-years old, Resident of Needles
Charles Brown, 29-years old, Resident of Needles
Michael Fulmar, 33-years old, Resident of Needles
Simon Garcia, 35-years old, Resident of Needles
Aaron Hernandez, 30-years old, Resident of Needles
Mark Franco, 46-years old, Resident of Needles
Rachael Reyes, 43-years old, Resident of Needles
Pete Jewell, 42-years old, Resident of Needles
Heather Jewell, 48-years old, Resident of Needles
Zabrina Longacre, 42-years old, Resident of Needles

Anyone with information regarding these cases is urged to contact Deputy E. Olmos or Sergeant C. Raynolds of the Colorado River Station / Needles Police Department



« Previous

Image 2 of 3

Next »

More Messages

[See more messages from Needles, California »](#)

Navigate & Discover

Enter a town, zip code or address

3/8/24, 9:24 AM

"Deputies Conduct a Joint Operation to Combat Violent Crimes and Fentanyl Sales and Use" from SBSD - Colorado River Sheriffs ...

at (760) 326-9200. Those wishing to remain anonymous are urged to call the We-Tip Hotline at 1-800-78-CRIME(27463) or you may leave information on line at www.wetip.com.

For press releases, news and information, follow the Colorado River Station on Twitter/X @ CORiverStation or Facebook and Instagram at SBCSDColoradoRiverStation.

Refer: Deputy E. Olmos or Sergeant C. Raynolds

Station: Colorado River Station / Needles Police Department

Phone No. (760) 326-9200

SHANNON D. DICUS, Sheriff-Coroner
San Bernardino County Sheriff-Coroner Department

Address/Location

[SBSD - Colorado River Sheriffs Department](#)

1111 Bailey Ave
Needles, CA 92363

Contact

Emergency: 9-1-1

Message and data rates may apply. Message frequency varies. [Terms](#) and [privacy](#).

[Company Overview](#) [Contact](#) [Careers](#) [Terms of Service](#) [Privacy Policy](#) [FAQs](#)

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City of Needles

817 Third Street, Needles, California 92363
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Councilmember Henry Longbrake

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

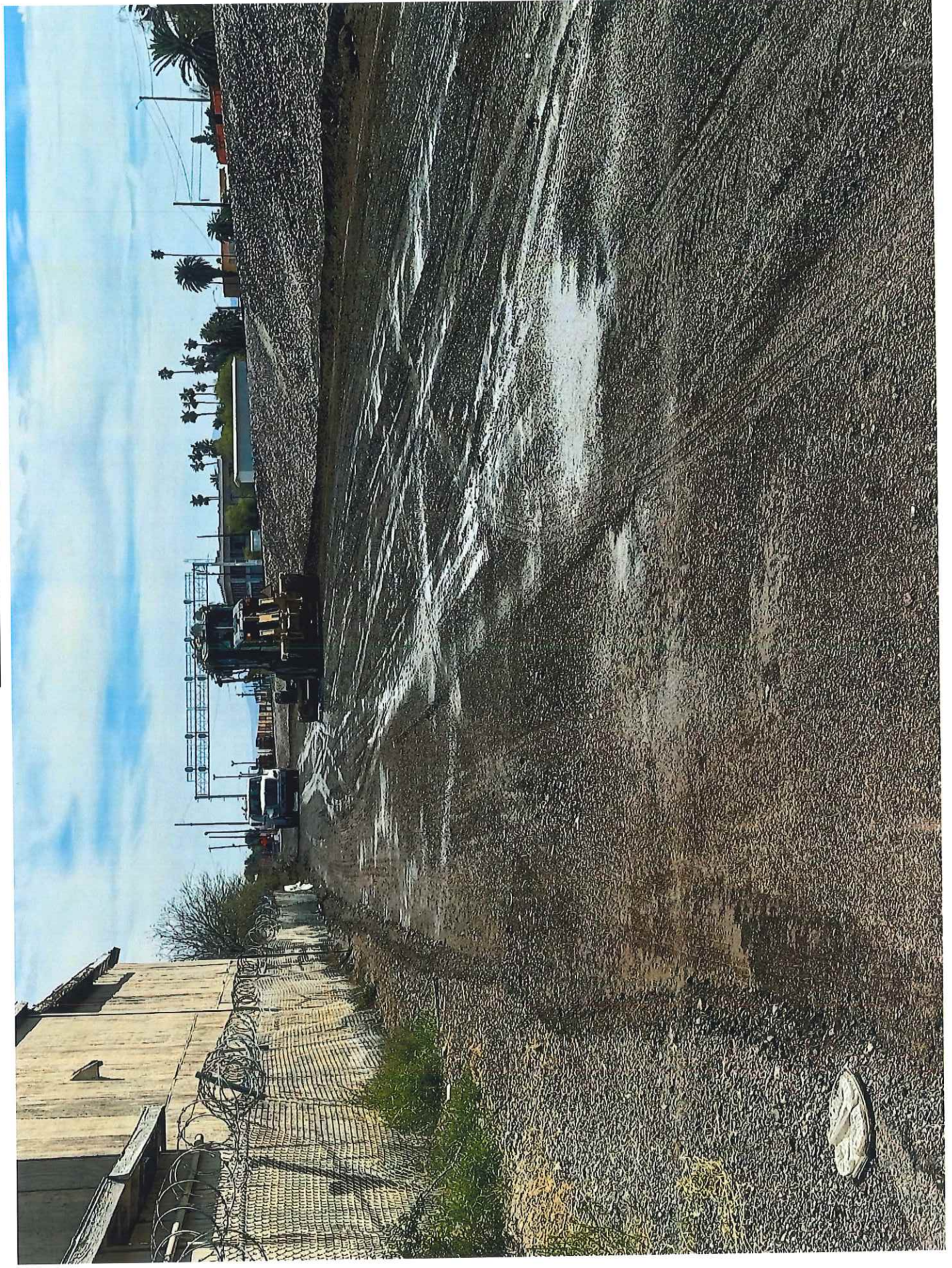
DATE: March ¹⁵8, 2024

1. The BNSF Right-of-Way (BNSF Road), which runs parallel to the railroad tracks on BNSF property from K Street to the former at-grade crossing, was reopened in 2018 after being closed due to dust issues. The reopening was possible through a collaborative effort between the City of Needles and BNSF, which involved implementing dust control measures such as applying asphalt grindings from past street projects. Recently, the city has received complaints about dust affecting nearby residents. BNSF has proactively addressed these concerns by using an environmentally safe oil treatment and reusing asphalt millings from city road projects. This ongoing partnership reflects a commitment to mitigating public nuisances and underscores the positive impact of collaborative efforts between the city and BNSF. Refer to the attached photos for reference.
2. The Community Action Partnership of San Bernardino County is dedicated to enhancing the quality of life for low-income residents through energy conservation and education. This week, the [Energy, Education, and Environmental Services Program](#) visited Needles, assisting 12 residents in making their homes more energy-efficient and comfortable, thereby reducing natural resource costs (see attached image). The program works hand in hand with [the Utility Assistance Program HEAP](#), offering eligible participants a credit on their utility bills (EEES HEAP (909) 723-1500.). Needles homeowners and renters may qualify if their total gross income aligns with the guidelines available on the partnership's website. For more information or to apply, contact the Community Action Partnership of San Bernardino County at 800-635-4618.

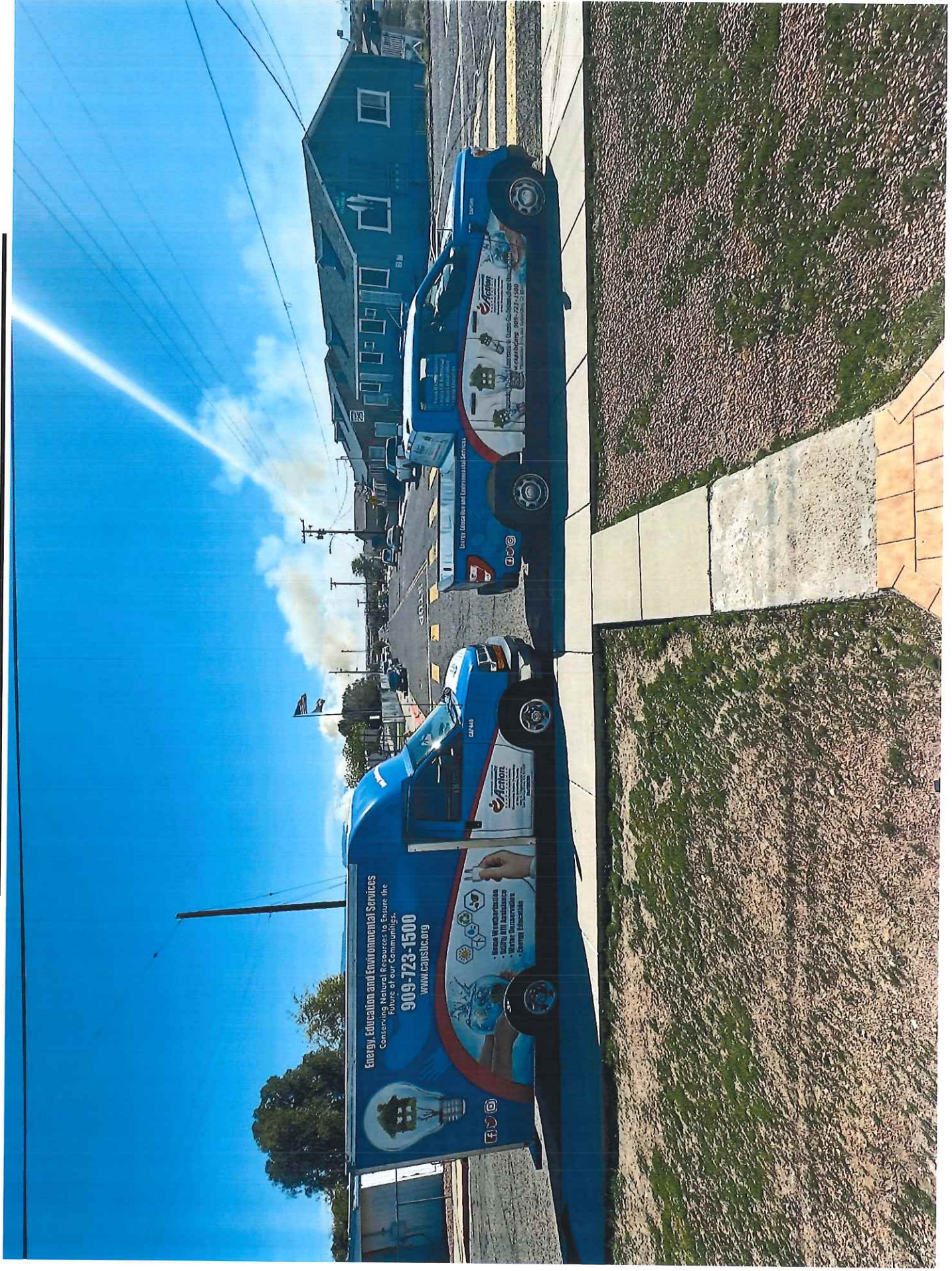
Additionally, the City of Needles runs an Energy Efficiency Program, providing rebates for replacing HVAC units that are ten years or older. Eligibility for this program is determined by income guidelines established by the U.S. Department of Health and Human Services. Residents interested in applying can contact the City of Needles billing department at 760-326-2115.

3. The \$1 Million Water Service Lateral Replacement Project is advancing smoothly. We anticipate completing the majority of the work around the High School by the end of this week. The remaining segments near the High School are scheduled for completion during Spring Break in the first week of April. Following this phase, the project will extend into the areas illustrated in the attached exhibit, which provides a comprehensive overview of upcoming project zones.
4. In response to Well #12's decreased output and failure to meet the irrigation demands of the golf course, a thorough inspection revealed significant deterioration and damage to the well's column piping, line shaft, bearings, and pump. On March 12, 2024, the City Council approved the necessary repairs for Well #12. City Staff have completed these repairs this week and are conducting regulatory tests to ensure the well's compliance and functionality. We anticipate Well #12 will be operational and back online by next Tuesday at the earliest. Refer to the attached images for more information.
5. During the City Council meeting on March 12, 2024, staff were tasked with addressing the issue of deteriorating signs across the city. Upon investigation, it was discovered that these signs fall under the Arizona Department of Transportation (ADOT) jurisdiction rather than the City of Needles. Despite attempts to engage with ADOT to replace these signs, collaboration has yet to be achieved. To mitigate any public safety risks and ensure the safe navigation of travelers to their destinations, City Staff has proactively removed the compromised signs. Refer to the attached image for more information.
6. On Tuesday, the City of Needles City Council celebrated the remarkable accomplishment of the Needles Boys and Girls Basketball teams for winning the Nevada Interscholastic Activities Association 2A State championships. The council praised the city's recreation program for its commitment to supporting Needles' youth. This program has been instrumental in developing their leadership skills and offering significant opportunities for growth. For more details on this commendation, please refer to the attached images.
7. On March 20, 2024, San Bernardino County will host its 2nd Annual Job and Resource Fair at El Garces Train Depot, 950 Front Street, Needles, from 10 am to 2 pm. The fair will consolidate various agencies providing access to resources from county, state, and local organizations. Services offered include issuing vital records, document recording, property assessment, record-clearing, expungement assistance, and support for veterans regarding VA benefits and ID cards. Further details are available in the attached press release and flyer.

1. BNSF ROAD



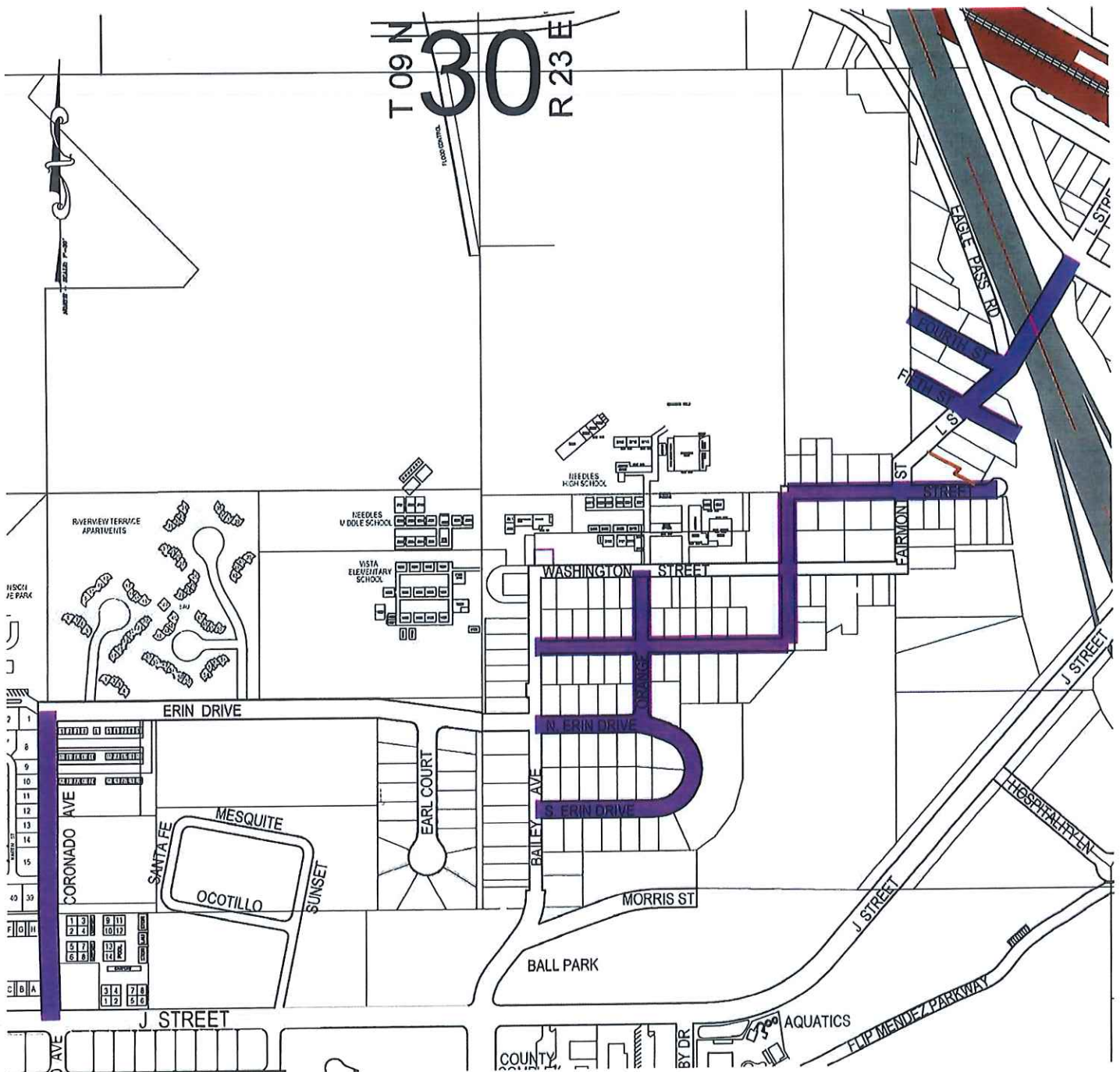
2. COMMUNITY ACTION PARTNERSHIP



City of Needles Capital Projects

3. Street Improvements & Water Service Replacement

OBERNOLTE STREET PROJECT



HIGH SCHOOL HILL

L STREET	(5th Street to W. Broadway Ave)
4TH STREET	(L Street to End)
5TH STREET	(L Street to End)
HIGHLAND STREET	(Park Ave to End)
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LEGEND

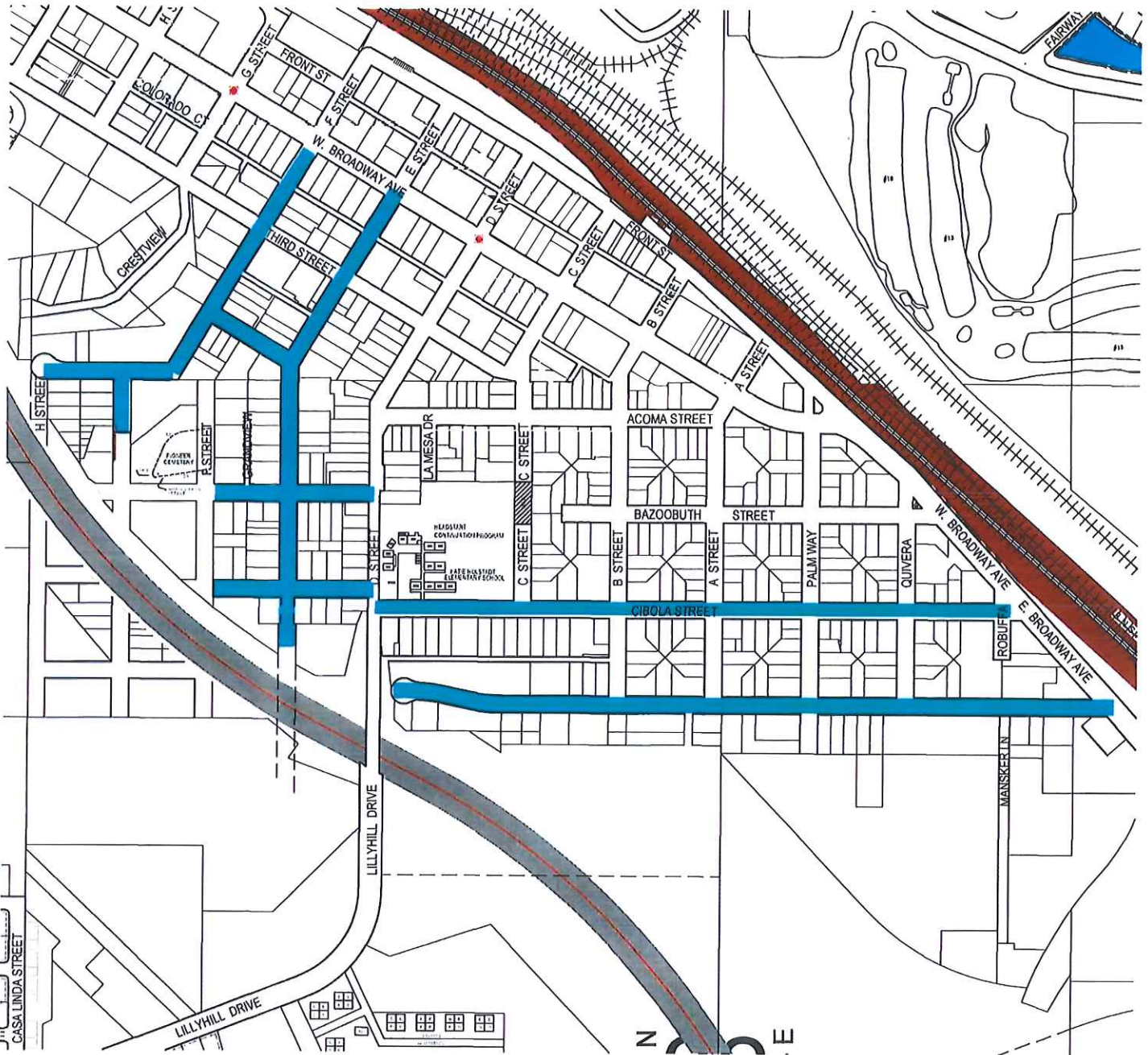


Obernolte Water Service Replacements & Street Improvements Project - Awarded by Rep. OBERNOLTE

City of Needles Capital Projects

3. Street Improvements & Water Service Replacement

PHASE 4 A



DOWNTOWN AREA

DESOTO STREET	(D Street to W. Broadway Ave)
CIBOLA STREET	(D Street to W. Broadway Ave)
F STREET / ARMY RD	(Broadway Ave to Interstate 40)
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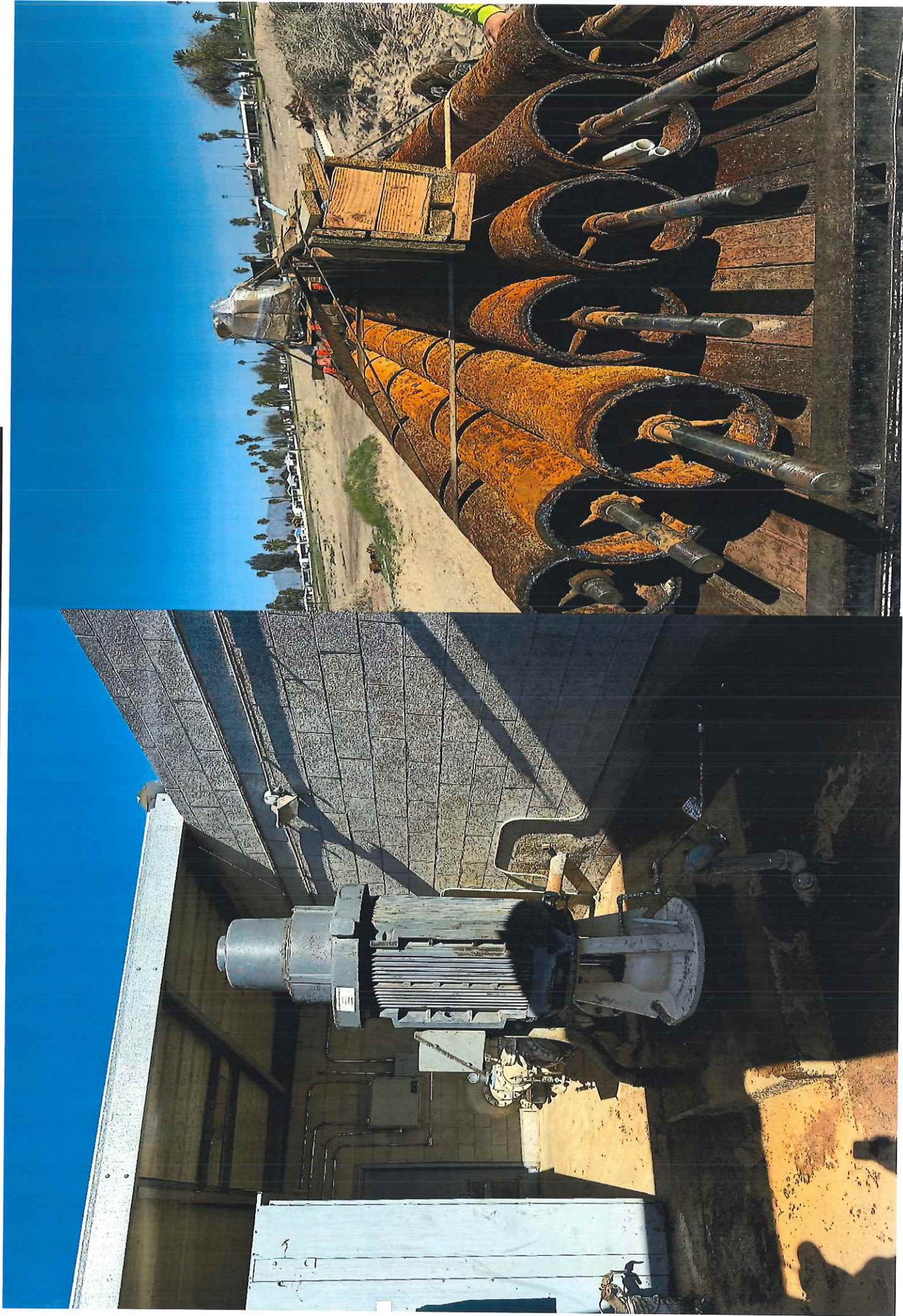
LEGEND

PHASE 4A - PAVING IMPROVEMENTS
Including Water Services

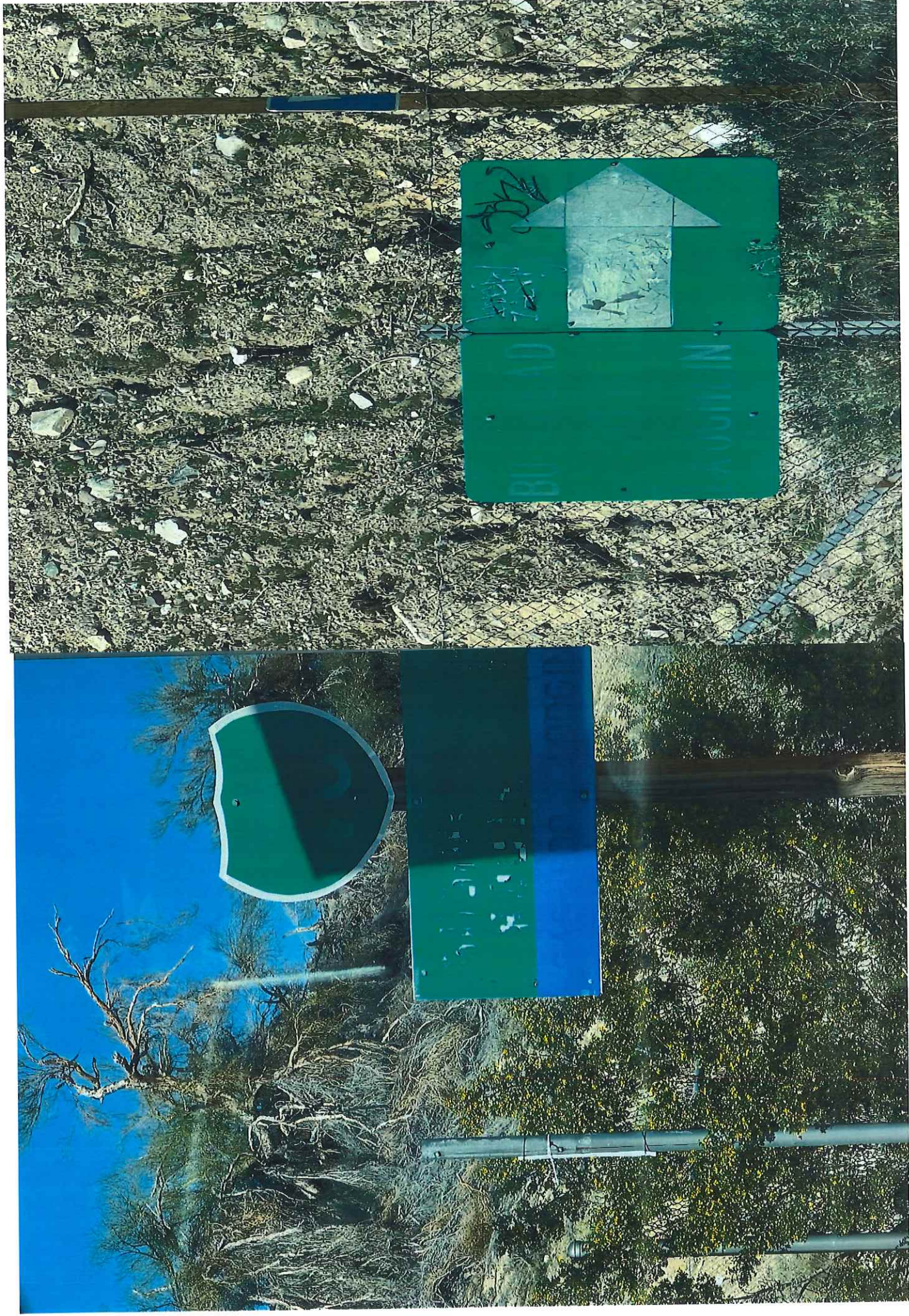
3. WATER SERVICE REPLACEMENT PROJECT



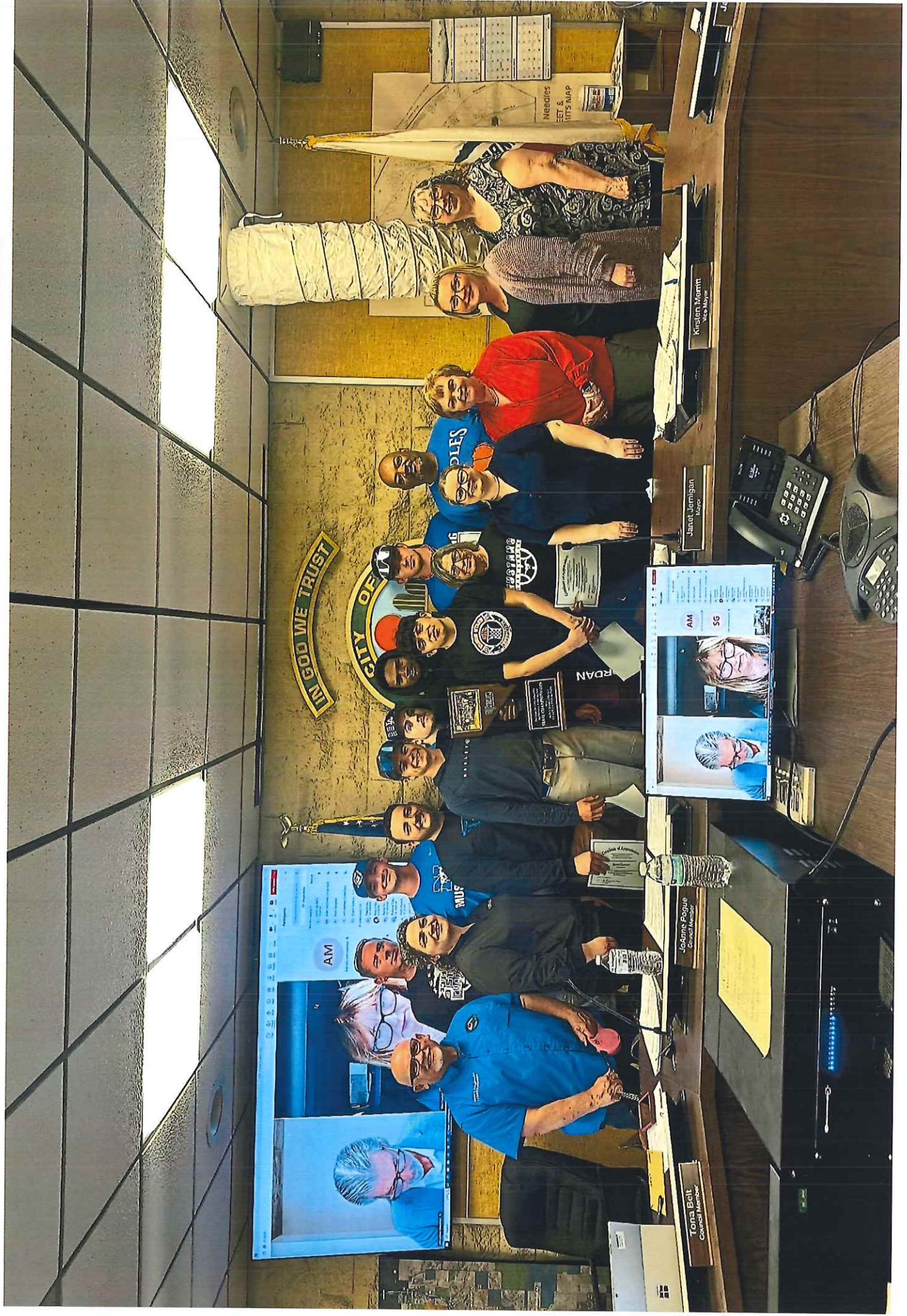
4. WELL #12 UPDATE



5. ADOT SIGN REMOVAL



6. STATE CHAMP COUNCIL RECOGNITION



6. STATE CHAMP COUNCIL RECOGNITION



7. SB COUNTY RESOURCE FAIR



Job and Resource Fair

**March 20, 2024
10 a.m. - 2 p.m.**

Connect with resource providers!

- San Bernardino County Workforce Development
- Assessor's Office
- Department of Behavioral Health
- Transitional Assistance
- Aging & Adult Services
- Veteran's Affairs
- Employment Development Department (EDD)
- IEHP

And many more!

This WIOA Title-I financially assisted program and EDD, is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made prior to the event by calling 1-800-735-2922. TTY users, please call the California Relay Service 711. For federal funding disclosure information, visit workforce.sbcounty.gov/about/fjd.

workforce.sbcounty.gov

Location:

El Garces Historic Train Depot
950 Front Street
Needles, CA 92363

Services Provided:

- Birth, Death and Marriage Certificates via ARC mobile unit
- Record Clearing/Expungement



REGISTER HERE:

HDJobs032024.eventbrite.com

America's JobCenter
of CaliforniaSM



City of Needles

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Councilmember Henry Longbrake

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: March 22, 2024

1. On March 20, 2024, San Bernardino County celebrated its 2nd Annual Job and Resource Fair at El Garces, spearheaded by Supervisor Dawn Rowe. This significant event united City of Needles public officials, city staff, and residents to forge connections with various agencies offering essential services from multiple governmental levels and local non-profit organizations like IEHP and Tri-State Community Health Center. Attendees had access to vital resources, including necessary record issuance, document recording, property assessments, assistance with record-clearing and expungements, and specialized support for veterans regarding VA benefits and identification cards.

In a commendable move, the Public Defender's office has pledged to conduct a follow-up workshop in Needles to help community members navigate the complexities of clearing their records, focusing on crafting effective letters for court cases. Moreover, during the event, the County's Department of Public Health (DPH) took proactive steps to safeguard the well-being of Needles residents by administering vaccinations in a collaborative effort with the mayor's office. The overwhelming success of this initiative has paved the way for another vaccination drive, underscoring the power of unity and collective effort in achieving communal goals. The enthusiasm and positive outcomes from these collaborative endeavors are genuinely inspiring. Additional insights and information are provided in the accompanying photo.

2. City Staff was notified by Congressman Raul Ruiz's Office (25th District), the San Bernardino County Needles Behavioral Health Outpatient Clinic and Recovery Clubhouse Project received \$1 Mil. in Earmarks. This substantial financial endorsement is a landmark achievement for our community, signifying a leap towards substantial positive change and enhanced well-being for our residents. Outlined on [Congressman Ruiz's website](#), the project aims to transform the existing facility at 1600 Bailey Ave, Needles, CA 92363. The ambitious plan involves

expanding the clinic's footprint by 1,688 square feet, bringing the total area to 5,216 square feet. This expansion is critical, given the clinic's 20-plus years of operation in Needles and the doubling of its clientele from 205 to 395 annually over the last seven years. Despite this growth, the number of staff increasing from six to eleven, the facility's size has remained unchanged. The proposed renovations promise to elevate the quality of service provided, incorporating enhanced treatment spaces, advanced telehealth capabilities, dedicated areas for both individual and group therapy, medical examination rooms, additional office and cubicle spaces, and a specially designed waiting area for children and youth. The inclusion of restrooms, showers, laundry facilities, a commercial kitchen, a wellness room, and a resource room in the construction plans reflects our commitment to a holistic approach to health and recovery.

This initiative represents a significant victory for our community. I am eager to collaborate with Department of Behavioral Health Director Georgina Yoshioka and our local DBH team, offering any support necessary to ensure the seamless progress and realization of this pivotal project.

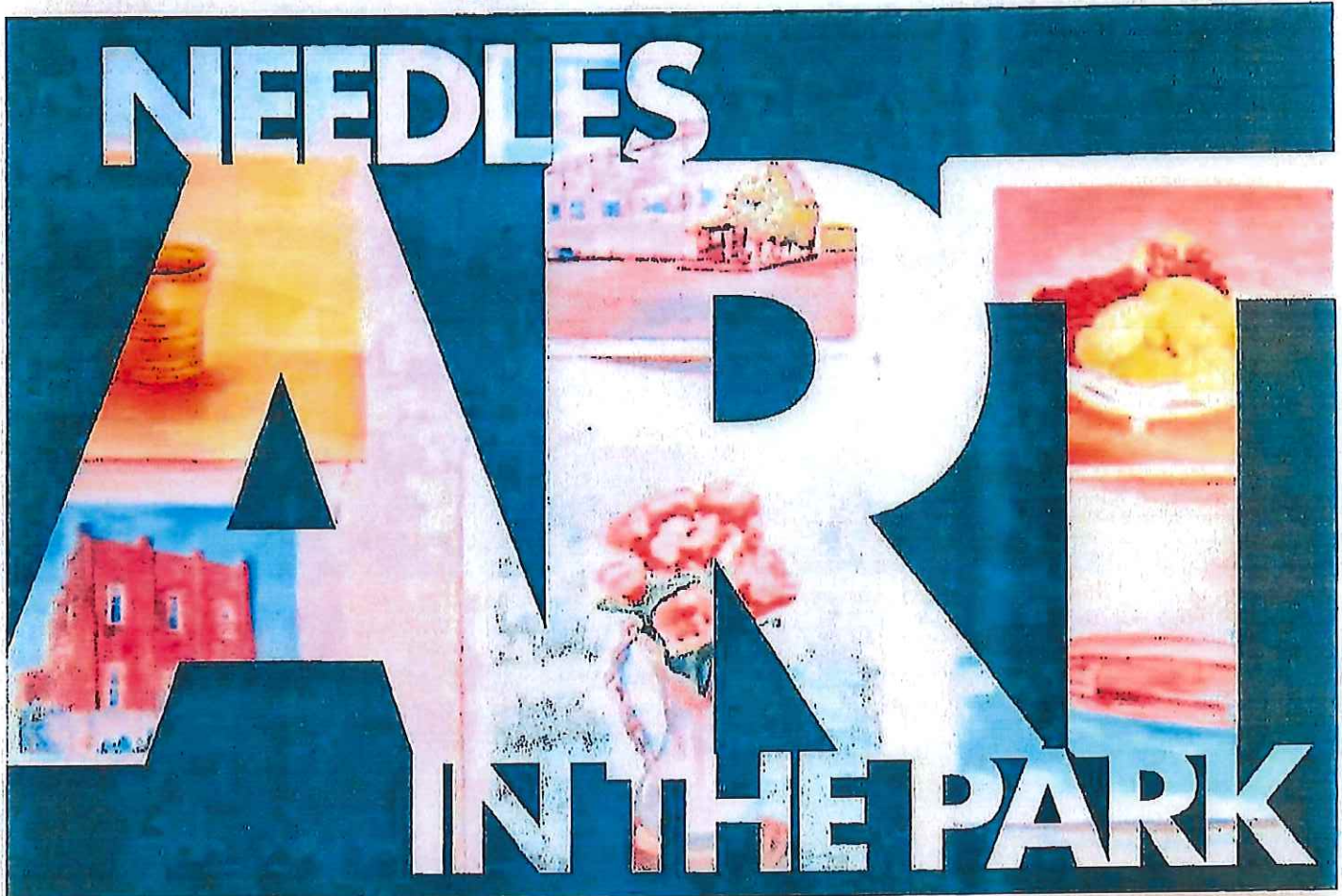
3. Needles Tourism, in partnership with the River Valley Artist Guild, is hosting the first-ever Needles Art in the Park event. This cultural showcase will occur at the El Garces Train Depot at 950 Front Street from 9 am to 4 pm on March 22nd and 23rd. To complement this vibrant artistic celebration, a Crafts Fair will also be held at Santa Fe Park on Saturday, March 23, offering various handmade items and unique finds. This weekend promises to be a feast for the senses and a testament to our community's rich, creative spirit.
4. Arrowhead Credit Union, in collaboration with the ArrowHeart Foundation, is proud to host the "Feeding Our Community" event dedicated to nourishing our neighbors. This heartwarming gathering will occur at the Needles Senior Center, 1699 Bailey Avenue. Complimentary hot meals will be available from 11 am to 2 pm, served on a first-come, first-served basis while supplies last. This initiative reflects our commitment to community support and giving back. For more details, please see the attached flyer.
5. In May, the Housing Authority of the City of Needles (HACN) eagerly anticipates the rollout of its HUD-VASH program, a synergistic partnership with the Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA). This initiative expertly combines HUD's Housing Choice Voucher (HCV) rental assistance with the VA's extensive case management and clinical services, which are dedicated to furnishing stable housing solutions for the homeless veteran population in Needles. As a precursor to this launch, an open house is scheduled for March 27, 2024, at 4 pm in the City Council Chambers. City staff will present the latest updates on the program and engage with landlords keen on participating in this virtuous endeavor by providing housing. The allocation of 30 HUD-Veterans Affairs Supportive Housing (HUD-VASH) vouchers to HACN represents a notable advancement in our commitment to supporting our veterans. We encourage interested parties to review the attached flyer for more detailed information.

1. SB COUNTY RESOURCE FAIR



3. NEEDLES ART IN THE PARK

Calling All Artists!



*Presented by:
Needles Tourism & River Valley Artist Guild*

**MARCH 22ND & 23RD
EL GARCES**

Come and Display your Art Work - 950 Front Street
WHO WILL WIN THE - PEOPLE CHOICE AWARD?

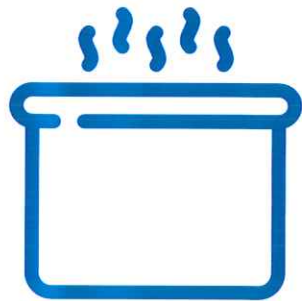
For Questions please call Chandler Hartwick 760-686-4924 | chhartwickconsulting@gmail.com

4... ARROWHEART EVENT

Feeding Our
Community



Free Hot Meals



The Details:

Saturday, March 23

11am–2pm

(first come, first served)

 Needles Senior Center
1699 Bailey Ave
Needles, CA 92363

In Partnership With:

ArrowHeart
foundation



While
supplies Last



Easy Pickup



No ID
Required

Arrowhead
credit union



5. VETERANS HOUSING

Housing Authority of the City of Needles

COMMUNITY
OPEN HOUSE #1



You're Invited to Support our Local Homeless Veterans

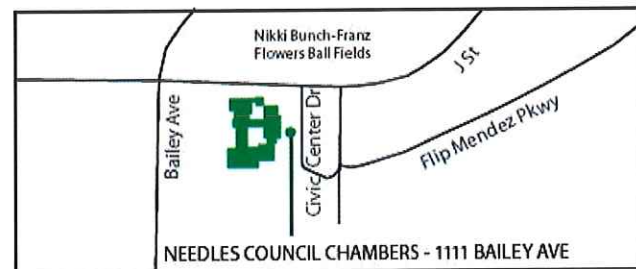
The Housing Authority is hosting its first meeting to provide updates and obtain your thoughts about options for Veterans Affairs Supportive Housing (VASH) voucher program and Landlord outreach/retention for The Housing Authority City of Needles administrative team and surrounding community partners.

March 27, 2024

4:00 PM start time

**Needles Council
Chambers**

- ❖ Homeless Veterans Support Groups
- ❖ Homeless Veterans Resources
- ❖ Landlord Incentives
- ❖ VASH Voucher Program Process
- ❖ VASH Voucher Application Process



Questions? Want more info? Angelica Deerner | 760-326-2115, ext. 173 |

adeerner@cityofneedles.com **Can't make it?** Contact Angelica or visit cityofneedles.com to take a survey after the event.

